


**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

	<p align="center">WASHINGTON APPLE HEALTH</p> <p align="center">2016 FOSTER CARE</p> <p align="center">Apple Health Foster Care Contract</p>		<p>HCA Contract Number: K1686</p> <p>Contractor Contract Number:</p> <p><input type="checkbox"/> Competition Exempt</p>
<p>This Contract is between the State of Washington Health Care Authority (HCA) and the Contractor identified below, and is governed by chapter 41.05 RCW, chapter 74.09 RCW and Title 182 WAC.</p>			
<p>CONTRACTOR NAME</p> <p>Coordinated Care of Washington, Inc.</p>		<p>CONTRACTOR doing business as (DBA)</p>	
<p>1145 Broadway, Suite 300 Tacoma, WA 98402</p>		<p>WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)</p>	<p>HCA INDEX NUMBER</p>
<p>CONTRACTOR CONTACT</p>	<p>CONTRACTOR TELEPHONE</p>	<p>CONTRACTOR E-MAIL ADDRESS</p>	
<p>HCA CONTACT NAME AND TITLE</p> <p>Alison Robbins Section Manager</p>		<p>HCA CONTACT ADDRESS</p> <p>Post Office Box 45502 Olympia, WA 98504-5502</p>	
<p>HCA CONTACT TELEPHONE</p> <p>360-725-1634</p>	<p>HCA CONTACT FAX</p> <p>N/A</p>	<p>HCA CONTACT E-MAIL ADDRESS</p> <p>alison.robbs@hca.wa.gov</p>	
<p>IS THE CONTRACTOR A SUB-RECIPIENT FOR PURPOSES OF THIS CONTRACT?</p> <p>No</p>		<p>CFDA NUMBER(S)</p>	
<p>CONTRACT START DATE</p> <p>4/1/2016</p>	<p>CONTRACT END DATE</p> <p>12/31/2017</p>	<p>MAXIMUM CONTRACT AMOUNT</p> <p>Per Member Per Month</p>	
<p>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</p> <p><input checked="" type="checkbox"/> Exhibits (specify): Exhibit A-AHFC – Apple Health Foster Care rates; Exhibit B, Access to Care Standards (ACS); and Exhibit C, Designation of Behavioral Health</p> <p><input checked="" type="checkbox"/> Attachment (specify): Attachment 1 – Encounter Data/Financial Summary Reconciliation, Form C; and Attachment 2 – Apple Health Quarterly Encounter/General Ledger Reconciliation, Form D</p> <p><input type="checkbox"/> No Exhibits</p>			
<p>Approval from the federal Centers for Medicare and Medicaid Services (CMS) is required for this Contract. Should CMS fail to approve this Contract is null and void.</p> <p>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Contract, between the parties. The parties signing below represent they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on HCA only upon signature by HCA.</p>			
<p>CONTRACTOR SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p>		<p>DATE SIGNED</p>
<p>HCA SIGNATURE</p>	<p>PRINTED NAME AND TITLE</p> <p>Annette Schuffenhauer, Chief Legal Officer Division of Legal Services</p>		<p>DATE SIGNED</p>

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

TABLE OF CONTENTS

TABLE OF CONTENTS	II
1 DEFINITIONS.....	1
1.1 ACCESS TO CARE STANDARDS (ACS)	1
1.2 ACTION.....	1
1.3 ACTUARIALLY SOUND CAPITATION RATES	1
1.4 ADMINISTRATIVE DAY	2
1.5 ADMINISTRATIVE HEARING	2
1.6 ADOPTIVE PARENT(S).....	2
1.7 ADVANCE DIRECTIVE.....	2
1.8 ADVERSE CHILDHOOD EXPERIENCES (ACES).....	2
1.9 AGING AND LONG TERM SUPPORT ADMINISTRATION.....	2
1.10 ALL PAYER CLAIMS (APC) DATABASE	3
1.11 ALLEGATION OF FRAUD.....	3
1.12 ALTERNATIVE BENEFIT PLAN (ABP)	3
1.13 ANCILLARY SERVICES	3
1.14 ANNIVERSARY DATE.....	3
1.15 APPEAL.....	3
1.16 APPEAL PROCESS.....	3
1.17 BEHAVIORAL HEALTH ORGANIZATION.....	4
1.18 BEHAVIORAL HEALTH SERVICES ONLY (BHSO)	4
1.19 BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION (BHSIA).....	4
1.20 CAPACITY THRESHOLD.....	4
1.21 CAREGIVER	4
1.22 CENTERS FOR MEDICARE AND MEDICAID SERVICES (CMS)	4
1.23 CHILDREN’S HEALTH INSURANCE PROGRAM	4
1.24 CHILD HEALTH AND EDUCATION TRACKING (CHET) PROGRAM.....	4
1.25 CHILDREN WITH SPECIAL HEALTH CARE NEEDS	5
1.26 CHRONIC CONDITION	5
1.27 CHRONIC DISEASE SELF-MANAGEMENT EDUCATION (CDSME)	5
1.28 CLIENT	5
1.29 CLINICAL CARE MANAGEMENT	5
1.30 CODE OF FEDERAL REGULATIONS (C.F.R.)	6
1.31 COLD CALL MARKETING	6
1.32 COMMUNITY HEALTH WORKERS (CHW)	6
1.33 COMPARABLE COVERAGE.....	6
1.34 COMPLEX CASE MANAGEMENT (CCM).....	6
1.35 CONCURRENT REVIEW	7
1.36 CONFIDENTIAL INFORMATION	7
1.37 CONSUMER ASSESSMENT OF HEALTHCARE PROVIDERS AND SYSTEMS (CAHPS®).....	7
1.38 CONTINUITY OF CARE	7
1.39 CONTINUITY OF CARE DOCUMENT (CCD)	7
1.40 CONTRACT	7
1.41 CONTRACTOR	8
1.42 CONTRACTED SERVICES	8
1.43 COVERED SERVICES	8
1.44 CREDIBLE ALLEGATION OF FRAUD	8
1.45 CRITICAL PROVIDERS	8
1.46 DEBARMENT	8

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.47	DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)	8
1.48	DIRECTOR	9
1.49	DUPLICATE COVERAGE	9
1.50	DURABLE MEDICAL EQUIPMENT	9
1.51	EARLY AND PERIODIC SCREENING, DIAGNOSIS AND TREATMENT (EPSDT)	9
1.52	ELECTRONIC HEALTH RECORD (EHR)	9
1.53	ELIGIBLE CLIENTS	9
1.54	EMERGENCY CARE FOR MENTAL HEALTH CONDITION	9
1.55	EMERGENCY DEPARTMENT INFORMATION EXCHANGE™ (EDIE)	10
1.56	EMERGENCY FILL	10
1.57	EMERGENCY MEDICAL CONDITION	10
1.58	EMERGENCY SERVICES	10
1.59	ENCRYPT	10
1.60	ENROLLEE	10
1.61	EXCEPTION TO RULE	10
1.62	EXTERNAL QUALITY REVIEW (EQR)	11
1.63	EXTERNAL QUALITY REVIEW ORGANIZATION (EQRO)	11
1.64	FACILITY	11
1.65	FEDERALLY QUALIFIED HEALTH CENTER (FQHC)	11
1.66	FIRST STEPS PROGRAM – MATERNITY SUPPORT SERVICES (MSS)	11
1.67	FOSTER CARE	11
1.68	FOSTER CARE ALUMNI (ALUMNI)	11
1.69	FOSTERING WELL BEING (FWB)	11
1.70	FOUNDATION FOR HEALTH CARE QUALITY	11
1.71	FRAUD	12
1.72	FULLY INTEGRATED MANAGED CARE (FIMC)	12
1.73	GRIEVANCE	12
1.74	GRIEVANCE PROCESS	12
1.75	GRIEVANCE SYSTEM	12
1.76	GUIDELINE	12
1.77	HABILITATIVE SERVICES	12
1.78	HARDENED PASSWORD	13
1.79	HEALTH CARE AUTHORITY	13
1.80	HEALTH CARE COORDINATION	13
1.81	HEALTH CARE COORDINATOR	13
1.82	HEALTH CARE PROFESSIONAL	13
1.83	HEALTH HOME	13
1.84	HEALTHCARE EFFECTIVENESS DATA AND INFORMATION SET (HEDIS®)	14
1.85	HEALTHCARE EFFECTIVENESS DATA AND INFORMATION SET (HEDIS®) COMPLIANCE AUDIT PROGRAM	14
1.86	HEALTH TECHNOLOGY ASSESSMENT (HTA)	14
1.87	INDIAN/TRIBAL URBAN (I/T/U) PROVIDER	14
1.88	INDIVIDUAL WITH SPECIAL HEALTH CARE NEEDS	14
1.89	LIMITATION EXTENSION (LE)	15
1.90	LINK4HEALTH CLINICAL DATA REPOSITORY (CDR)	15
1.91	LIST OF EXCLUDED INDIVIDUALS/ENTITIES (LEIE)	15
1.92	MANAGED CARE	15
1.93	MANAGED CARE ORGANIZATION (MCO)	15
1.94	MARKETING	15
1.95	MARKETING MATERIALS	16
1.96	MATERIAL PROVIDER	16
1.97	MEDICAID FRAUD CONTROL UNIT (MFCU)	16
1.98	MEDICAID PERSONAL CARE (MPC)	16

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.99	MEDICALLY NECESSARY SERVICES	16
1.100	MEDICALLY INTENSIVE CHILDREN’S PROGRAM (MICP)	16
1.101	MEDICAL LOSS RATIO (MLR)	16
1.102	MEDICATION ASSISTED TREATMENT (MAT)	17
1.103	MEDICATION MANAGEMENT (MM)	17
1.104	MENTAL HEALTH PROFESSIONAL	17
1.105	NATIONAL CAHPS® BENCHMARKING DATABASE – (NCBD)	17
1.106	NATIONAL COMMITTEE FOR QUALITY ASSURANCE (NCQA).....	18
1.107	NATIONAL CORRECT CODING INITIATIVE (NCCI)	18
1.108	NEURODEVELOPMENTAL SERVICES	18
1.109	NON-PARTICIPATING PROVIDER	18
1.110	OFFICE OF INSPECTOR GENERAL (OIG)	18
1.111	ONEHEALTHPORT HEALTH INFORMATION EXCHANGE (HIE)	18
1.112	OVERPAYMENT.....	19
1.113	PARTICIPATING REBATE ELIGIBLE MANUFACTURER.....	19
1.114	PARTICIPATING PROVIDER	19
1.115	PARTNERSHIP ACCESS LINE (PAL)	19
1.116	PEDIATRIC CONCURRENT CARE.....	19
1.117	PEDIATRIC INTERIM CARE (PIC).....	19
1.118	PEDIATRIC PALLIATIVE CARE.....	19
1.119	PEER-REVIEWED MEDICAL LITERATURE	19
1.120	PERSONAL INFORMATION	20
1.121	PHYSICIAN GROUP	20
1.122	PHYSICIAN INCENTIVE PLAN	20
1.123	PHYSICIAN’S ORDERS FOR LIFE SUSTAINING TREATMENT (POLST).....	20
1.124	PLACEMENT MOVES.....	20
1.125	POSTSERVICE REVIEW	20
1.126	POST-STABILIZATION SERVICES.....	20
1.127	POTENTIAL ENROLLEE.....	20
1.128	PRIMARY CARE PROVIDER (PCP)	21
1.129	PREDICTIVE RISK INTELLIGENCE SYSTEM (PRISM).....	21
1.130	PROGRAM INTEGRITY	21
1.131	PROVIDER	21
1.132	QUALITY.....	21
1.133	REFERRAL PROVIDER	21
1.134	REGULATION	22
1.135	RELATIVE PLACEMENT.....	22
1.136	RESILIENCE	22
1.137	REVISED CODE OF WASHINGTON (RCW)	22
1.138	RISK	22
1.139	SCREENING, BRIEF INTERVENTION AND REFERRAL FOR TREATMENT (SBIRT)	22
1.140	SECOND OPINION NETWORK (SON).....	22
1.141	SECURED AREA	23
1.142	SERVICE AREAS.....	23
1.143	SINGLE CASE AGREEMENT.....	23
1.144	SOCIAL SERVICE SPECIALIST/SOCIAL WORKER.....	23
1.145	SUBCONTRACT	23
1.146	SUBSTANCE USE DISORDER (SUD).....	23
1.147	SUBSTANTIAL FINANCIAL RISK	23
1.148	SYSTEM FOR AWARD MANAGEMENT (SAM)	24
1.149	TRACKING.....	24
1.150	TRANSITION OF CARE DOCUMENT (TOC).....	24
1.151	TRANSITIONAL HEALTHCARE SERVICES (THS)	24

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.152	TRANSPORT	24
1.153	TRAUMA INFORMED CARE	25
1.154	TRUSTED SYSTEMS	25
1.155	UNIQUE USER ID	25
1.156	URGENT CARE CENTER	25
1.157	VALIDATION	25
1.158	WASHINGTON ADMINISTRATIVE CODE (WAC)	26
1.159	WASHINGTON APPLE HEALTH (AH)	26
1.160	WASHINGTON APPLE HEALTH FOSTER CARE (AHFC)	26
1.161	WRAPAROUND WITH INTENSIVE SERVICES (WISE)	26
1.162	YOUTH	26
2	GENERAL TERMS AND CONDITIONS	26
2.1	AMENDMENT	27
2.2	ASSIGNMENT	27
2.3	BILLING LIMITATIONS	27
2.4	COMPLIANCE WITH APPLICABLE LAW	28
2.5	CONFIDENTIALITY	29
2.6	COVENANT AGAINST CONTINGENT FEES	31
2.7	DEBARMENT CERTIFICATION	31
2.8	DEFENSE OF LEGAL ACTIONS	31
2.9	DISPUTES	31
2.10	FORCE MAJEURE.....	32
2.11	GOVERNING LAW AND VENUE	33
2.12	INDEPENDENT CONTRACTOR	33
2.13	INSOLVENCY	33
2.14	INSPECTION	33
2.15	INSURANCE	34
2.16	RECORDS	35
2.17	MERGERS AND ACQUISITIONS	36
2.18	NOTIFICATION OF ORGANIZATIONAL CHANGES	36
2.19	ORDER OF PRECEDENCE	36
2.20	SEVERABILITY	36
2.21	SURVIVABILITY	36
2.22	WAIVER.....	37
2.23	CONTRACTOR CERTIFICATION REGARDING ETHICS	37
2.24	HEALTH AND SAFETY	37
2.25	INDEMNIFICATION AND HOLD HARMLESS.....	37
2.26	INDUSTRIAL INSURANCE COVERAGE	38
2.27	NO FEDERAL OR STATE ENDORSEMENT.....	38
2.28	NOTICES	38
2.29	NOTICE OF OVERPAYMENT	39
2.30	PROPRIETARY DATA OR TRADE SECRETS	40
2.31	OWNERSHIP OF MATERIAL.....	40
2.32	SOLVENCY	40
2.33	CONFLICT OF INTEREST SAFEGUARDS	41
2.34	RESERVATION OF RIGHTS AND REMEDIES.....	41
2.35	TERMINATION FOR DEFAULT	41
2.36	TERMINATION FOR CONVENIENCE	43
2.37	TERMINATION DUE TO FEDERAL IMPACT	43
2.38	TERMINATIONS: PRE-TERMINATION PROCESSES	43
2.39	SAVINGS	43
2.40	POST TERMINATION RESPONSIBILITIES.....	44

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

2.41	TERMINATION - INFORMATION ON OUTSTANDING CLAIMS	44
2.42	TREATMENT OF CLIENT PROPERTY	44
2.43	ADMINISTRATIVE SIMPLIFICATION.....	44
3	MARKETING AND INFORMATION REQUIREMENTS	45
3.1	MARKETING	45
3.2	INFORMATION REQUIREMENTS FOR ENROLLEES AND POTENTIAL ENROLLEES	46
3.3	EQUAL ACCESS FOR ENROLLEES & POTENTIAL ENROLLEES WITH COMMUNICATION BARRIERS	49
3.4	ELECTRONIC OUTBOUND CALLS	51
3.5	CONSCIENCE CLAUSE	52
4	ENROLLMENT.....	52
4.1	STATEWIDE COVERAGE	52
4.2	ELIGIBLE CLIENT GROUPS	52
4.3	CLIENT NOTIFICATION.....	52
4.4	EXEMPTION FROM ENROLLMENT	52
4.5	ENROLLMENT PERIOD	53
4.6	ENROLLMENT PROCESS	53
4.7	EFFECTIVE DATE OF ENROLLMENT	53
4.8	NEWBORNS EFFECTIVE DATE OF ENROLLMENT.....	53
4.9	ENROLLMENT DATA AND REQUIREMENTS FOR CONTRACTOR’S RESPONSE	54
4.10	TERMINATION OF ENROLLMENT	55
5	PAYMENT AND SANCTIONS.....	58
5.1	RATES/PREMIUMS	58
5.2	MONTHLY PREMIUM PAYMENT CALCULATION	58
5.3	ANNUAL FEE ON HEALTH INSURANCE PROVIDERS	59
5.4	GAIN SHARE PROGRAM	60
5.5	RECOUPMENTS	61
5.6	DELIVERY CASE RATE PAYMENT	62
5.7	OVERPAYMENTS OR UNDERPAYMENTS OF PREMIUM	62
5.8	ENCOUNTER DATA.....	62
5.9	RETROACTIVE PREMIUM PAYMENTS FOR ENROLLEE CATEGORICAL CHANGES	64
5.10	RENEGOTIATION OF OR CHANGES IN RATES.....	65
5.11	REINSURANCE/RISK PROTECTION	65
5.12	PROVIDER PAYMENT REFORM.....	65
5.13	EXPERIENCE DATA REPORTING	65
5.14	PAYMENTS TO HOSPITALS.....	65
5.15	PAYMENT FOR SERVICES BY NON-PARTICIPATING PROVIDERS	65
5.16	DATA CERTIFICATION REQUIREMENTS.....	66
5.17	SANCTIONS	66
5.18	PAYMENT TO FQHCs/RHCs	69
5.19	NONPAYMENT FOR PROVIDER PREVENTABLE CONDITIONS.....	72
5.20	BILLING FOR SERVICES PROVIDED BY RESIDENTS	72
6	ACCESS TO CARE AND PROVIDER NETWORK.....	72
6.1	NETWORK CAPACITY	72
6.2	SERVICE DELIVERY NETWORK	75
6.3	TIMELY ACCESS TO CARE	76
6.4	HOURS OF OPERATION FOR NETWORK PROVIDERS	76
6.5	24/7 AVAILABILITY	76
6.6	CUSTOMER SERVICE.....	76
6.7	APPOINTMENT STANDARDS.....	77

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

6.8	PROVIDER DATABASE	78
6.9	PROVIDER NETWORK - DISTANCE STANDARDS	78
6.10	DISTANCE STANDARDS FOR HIGH VOLUME SPECIALTY CARE PROVIDERS	79
6.11	PEDIATRIC SPECIALTY CENTERS.....	80
6.12	STANDARDS FOR THE RATIO OF PRIMARY CARE AND SPECIALTY PROVIDERS TO ENROLLEES	80
6.13	ACCESS TO SPECIALTY CARE	80
6.14	ENROLLEES RESIDING IN RURAL AREAS.....	80
6.15	ORDER OF ACCEPTANCE	81
6.16	PROVIDER NETWORK CHANGES.....	81
6.17	MEDICAID ENROLLMENT, NON-BILLING PROVIDERS	82
7	QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT	82
7.1	QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT (QAPI) PROGRAM	82
7.2	PERFORMANCE IMPROVEMENT PROJECTS	85
7.3	PERFORMANCE MEASURES	86
7.4	NCQA ACCREDITATION	89
7.5	EXTERNAL QUALITY REVIEW.....	89
7.6	ENROLLEE MORTALITY	90
7.7	CRITICAL INCIDENT REPORTING	90
7.8	PRACTICE GUIDELINES	91
7.9	DRUG FORMULARY REQUIREMENTS	92
7.10	HEALTH INFORMATION SYSTEMS.....	94
7.11	CLINICAL DATA REPOSITORY.....	94
7.12	TECHNICAL ASSISTANCE	95
8	POLICIES AND PROCEDURES.....	96
8.1	THE CONTRACTOR’S POLICIES AND PROCEDURES SHALL:	96
8.2	ASSESSMENT OF POLICIES AND PROCEDURES.....	96
9	SUBCONTRACTS	96
9.1	CONTRACTOR REMAINS LEGALLY RESPONSIBLE	97
9.2	SOLVENCY REQUIREMENTS FOR SUBCONTRACTORS	97
9.3	PROVIDER NONDISCRIMINATION	97
9.4	REQUIRED PROVISIONS.....	97
9.5	HEALTH CARE PROVIDER SUBCONTRACTS	99
9.6	HEALTH CARE PROVIDER SUBCONTRACTS DELEGATING ADMINISTRATIVE FUNCTIONS	101
9.7	HOME HEALTH PROVIDERS	102
9.8	PHYSICIAN INCENTIVE PLANS	102
9.9	PROVIDER EDUCATION	104
9.10	CLAIMS PAYMENT STANDARDS	105
9.11	FEDERALLY QUALIFIED HEALTH CENTERS / RURAL HEALTH CLINICS REPORT.....	106
9.12	PROVIDER CREDENTIALING.....	106
10	ENROLLEE RIGHTS AND PROTECTIONS.....	110
10.1	GENERAL REQUIREMENTS	110
10.2	CULTURAL CONSIDERATIONS.....	110
10.3	ADVANCE DIRECTIVES AND PHYSICIAN ORDERS FOR LIFE SUSTAINING TREATMENT (POLST).....	111
10.4	DO NOT RESUSCITATE ORDERS	113
10.5	ENROLLEE CHOICE OF PCP	113
10.6	PROHIBITION ON ENROLLEE CHARGES FOR COVERED SERVICES	114
10.7	PROVIDER/ENROLLEE COMMUNICATION	115
10.8	ENROLLEE SELF-DETERMINATION	115
10.9	WOMEN’S HEALTH CARE SERVICES	115

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

10.10	MATERNITY NEWBORN LENGTH OF STAY	115
10.11	ENROLLMENT NOT DISCRIMINATORY	115
11	UTILIZATION MANAGEMENT PROGRAM AND AUTHORIZATION OF SERVICES.....	116
11.1	UTILIZATION MANAGEMENT REQUIREMENTS	116
11.2	MEDICAL NECESSITY DETERMINATION	120
11.3	AUTHORIZATION OF SERVICES	120
11.4	EXPERIMENTAL AND INVESTIGATIONAL SERVICES FOR MANAGED CARE ENROLLEES	128
11.5	COMPLIANCE WITH OFFICE OF THE INSURANCE COMMISSIONER REGULATIONS	128
12	PROGRAM INTEGRITY	128
12.1	GENERAL REQUIREMENTS	128
12.2	PROGRAM INTEGRITY	129
12.3	DISCLOSURE BY MANAGED CARE ORGANIZATION: INFORMATION ON OWNERSHIP AND CONTROL	130
12.4	DISCLOSURE BY MANAGED CARE ORGANIZATION: INFORMATION ON OWNERSHIP AND CONTROL, SUBCONTRACTORS AND PROVIDERS	131
12.5	INFORMATION ON PERSONS CONVICTED OF CRIMES	133
12.6	FRAUD, WASTE AND ABUSE (FW AND A)	133
12.7	REFERRALS OF CREDIBLE ALLEGATIONS OF FRAUD AND PROVIDER PAYMENT SUSPENSIONS	134
12.8	INVESTIGATIONS	137
12.9	EXCLUDED INDIVIDUALS AND ENTITIES	137
12.10	REPORTING	139
12.11	ACCESS TO RECORDS AND ON-SITE INSPECTIONS	141
12.12	AFFILIATIONS WITH DEBARRED OR SUSPENDED PERSONS	142
13	GRIEVANCE SYSTEM.....	142
13.1	GENERAL REQUIREMENTS	142
13.2	GRIEVANCE PROCESS	144
13.3	APPEAL PROCESS.....	144
13.4	EXPEDITED APPEAL PROCESS.....	147
13.5	ADMINISTRATIVE HEARING	147
13.6	INDEPENDENT REVIEW	148
13.7	PETITION FOR REVIEW	149
13.8	CONTINUATION OF SERVICES	149
13.9	EFFECT OF REVERSED RESOLUTIONS OF APPEALS AND HEARINGS	150
13.10	RECORDING AND REPORTING ACTIONS, GRIEVANCES, APPEALS AND INDEPENDENT REVIEWS	150
14	HEALTH CARE COORDINATION.....	151
14.1	CONTINUITY OF CARE	151
14.2	CONTINUITY OF CARE FOR ENROLLEES WHO TRANSITION FROM AHFC.....	153
14.3	IDENTIFICATION OF INDIVIDUALS WITH SPECIAL HEALTH CARE NEEDS.....	153
14.4	INITIAL HEALTH SCREEN AND ASSESSMENT OF ENROLLEES	155
14.5	COORDINATION WITH BEHAVIORAL HEALTH ORGANIZATIONS	159
14.6	COORDINATION OF SERVICES IN REGIONAL SERVICES AREAS WITH FULLY INTEGRATED MANAGED CARE	160
14.7	COORDINATION WITH WRAPAROUND AND INTENSIVE SERVICES (WISE) PROGRAM	160
14.8	COLLABORATION WITH THE DIVISION OF BEHAVIORAL HEALTH AND RECOVERY (DBHR)	161
14.9	COORDINATION BETWEEN THE CONTRACTOR AND EXTERNAL ENTITIES	161
14.10	TRANSITIONAL CARE	163
14.11	SKILLED NURSING FACILITY COORDINATION.....	166
14.12	TRANSITIONING HEALTH CARE COORDINATION THROUGH FOSTERING WELL BEING	167
14.13	HEALTH CARE COORDINATION OVERSIGHT.....	168
14.14	DIRECT ACCESS FOR INDIVIDUALS WITH SPECIAL HEALTH CARE NEEDS	169

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

14.15	COMPREHENSIVE MEDICATION THERAPY MANAGEMENT SERVICES	169
15	GENERAL PROVISIONS REGARDING BENEFITS.....	ERROR! BOOKMARK NOT DEFINED.
15.1	SECOND OPINIONS	ERROR! BOOKMARK NOT DEFINED.
15.2	STERILIZATIONS AND HYSTERECTOMIES	171
15.3	NARCOTIC REVIEW	ERROR! BOOKMARK NOT DEFINED.
15.4	SPECIAL PROVISIONS FOR AMERICAN INDIANS AND ALASKA NATIVES	172
16	BENEFITS.....	173
16.1	SCOPE OF SERVICES	173
16.2	ENROLLEE IN FACILITY AT ENROLLMENT	175
16.3	ENROLLEE IN FACILITY AT TERMINATION OF ENROLLMENT	178
16.4	DELIVERIES AND NEWBORN COVERAGE	178
16.5	GENERAL DESCRIPTION OF CONTRACTED SERVICES	178
16.6	ENROLLEE SELF-REFERRAL	197
16.7	EXCLUSIONS.....	198
16.8	COORDINATION OF BENEFITS AND SUBROGATION OF RIGHTS OF THIRD PARTY LIABILITY.....	201

Exhibits

Exhibit A-AHFC – Apple Health Foster Care rates

Exhibit B-1, Access to Care Standards (ACS)

Exhibit C, Designation of Behavioral Health

Attachment 1 – Encounter Data/Financial Summary Reconciliation, Form C

Attachment 2 – Apple Health Quarterly Encounter/General Ledger Reconciliation, Form D

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1 DEFINITIONS

1.1 Access to Care Standards (ACS)

“Access to Care Standards (ACS)” means minimum eligibility requirements for Medicaid eligible persons to access mental health services administered through the Department of Social and Health Services.

1.2 Accountable Community of Health (ACH)

“Accountable Community of Health (ACH)” means a regionally governed, public-private collaborative that is tailored by the region to achieve healthy communities. ACHs coordinate systems that influence health, including: public health, health care providers, and systems that influence social determinants of health.

1.3 Action

“Action” means the denial or limited authorization of a requested service, including: The type or level of service; the reduction, suspension or termination of a previously authorized service; the denial, in whole or in part, of payment for a service; the failure to provide services or act in a timely manner as required herein; failure of the Contractor to act within the timeframes for disposition, resolution, and notification of appeals and grievances; or, for a rural area resident with only one Managed Care Organization (MCO) available, the denial of an enrollee’s request to obtain services from outside the Contractor’s network:

- 1.3.1 From any other provider (in terms of training, experience, and specialization) not available within the network;
- 1.3.2 From a provider not part of the network that is the main source of a service to the enrollee, provided that the provider is given the same opportunity to become a participating provider as other similar providers. If the provider does not choose to join the network or does not meet the qualifications, the enrollee is given a choice of participating providers and is transitioned to a participating provider within sixty (60) calendar days;
- 1.3.3 Because the only Contractor or provider available does not provide the service because of moral or religious objections;
- 1.3.4 Because the enrollee’s provider determines that the enrollee needs related services that would subject the recipient to unnecessary risk if received separately and not all related services are available within the Contractor’s network;
- 1.3.5 The HCA determines that other circumstances warrant out-of network treatment. (42 C.F.R. § 438.400(b)).

1.4 Actuarially Sound Capitation Rates

“Actuarially Sound Capitation Rates” means capitation rates that have been developed in accordance with generally accepted actuarial principles and practices; are appropriate for the populations to be covered and the services to be furnished under the Contract; and have been certified as meeting the requirements of 42 C.F.R. § 438.6(c) by actuaries who meet the qualification standards established by the American Academy of Actuaries and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

follow the practice standards established by the Actuarial Standards Board (42 C.F.R. § 438.6(c)).

1.5 Administrative Day

“Administrative Day” means one or more days of a hospital stay in which an acute inpatient or observation level of care is not medically necessary, and a lower level of care is appropriate. (WAC 182-550-1050.)

1.6 Administrative Hearing

“Administrative Hearing” means an adjudicative proceeding before an Administrative Law Judge or a Presiding Officer that is governed by Chapter 34.05 RCW, the agency’s hearings rules found in Title 388 or 182 WAC, or other law.

1.7 Adoptive Parent(s)

“Adoptive Parent(s)” means the person or persons who have legally adopted a child formerly in the placement and care authority of DSHS.

1.8 Advance Directive

“Advance Directive” means a written instruction, such as a living will or durable power of attorney for health care, recognized under the laws of the State of Washington, relating to the provision of health care when an individual is incapacitated (WAC 182-501-0125, 42 C.F.R. § 438.6, 438.10, 422.128, and 489.100).

1.9 Adverse Childhood Experiences (ACES)

“Adverse Childhood Experiences (ACES)” means ten categories of experience that can contribute to the amount of toxic stress experienced through the first 18 years of life. The ten categories are:

- 1.9.1 Physical Abuse
- 1.9.2 Sexual Abuse
- 1.9.3 Emotional Abuse
- 1.9.4 Physical Neglect
- 1.9.5 Emotional Neglect
- 1.9.6 Drug or alcohol addicted family member
- 1.9.7 Mentally ill, depressed or suicidal person in the home
- 1.9.8 Witnessing domestic violence against a parent or guardian
- 1.9.9 Incarceration of any family member
- 1.9.10 Loss of a parent or death, abandonment or divorce

1.10 Aging and Long Term Support Administration

“Aging and Long Term Support Administration (ALTSA)” means the administration within the state Department of Social and Health Services (DSHS) responsible for administering long-term care and supports to individuals who are functionally and financially eligible to

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

receive such services, including those provided by ALTSA-contracted Area Agencies on Aging (AAAs).

1.11 All Payer Claims (APC) Database

“All Payer Claims Database” means a centralized repository maintained by the Washington Office of Financial Management and encompasses claims data submitted by MCOs.

1.12 Allegation of Fraud

“Allegation of Fraud” means an unproved assertion: an assertion, especially relating to wrongdoing or misconduct on the part of the individual. An allegation has yet to be proved or supported by evidence.

An allegation of fraud is an allegation, from any source, including but not limited to the following:

- 1.12.1 Fraud hotline complaints;
- 1.12.2 Claims data mining;
- 1.12.3 Patterns identified through provider audits, civil false claims cases, and law enforcement investigations.

1.13 Alternative Benefit Plan (ABP)

“Alternative Benefit Plan (ABP)” means the new, mandatory Medicaid benefits for the newly eligible Medicaid expansion group of adults ages 19 through 64 with modified adjusted gross income that does not exceed 138% of the Federal Poverty Level (FPL) established by the federal Patient Protection and Affordable Care Act (ACA) of 2010. For the purposes of this Contract, we refer to this population as Apple Health Adult Coverage – Medicaid Expansion.

1.14 Ancillary Services

“Ancillary Services” means additional services ordered by the provider to support the core treatment provided to the patient. These services may include, but are not limited to, laboratory services, radiology services, drugs, physical therapy, occupational therapy, and speech therapy (WAC 182-500-0010).

1.15 Anniversary Date

“Anniversary Date” means the first day of January.

1.16 Appeal

“Appeal” means a request for review of an action (42 C.F.R. § 438.400(b)).

1.17 Appeal Process

“Appeal Process” means the Contractor’s procedures for reviewing an action.

THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM APRIL 2016 THROUGH JULY 2016 (Amendment #1).

1.18 Behavioral Health Organization (BHO)

“Behavioral Health Organization” or “BHO” means a single or multiple-county authority or other entity operating as a prepaid inpatient health plan through which the agency or the agency's designee contracts for the delivery of community outpatient and inpatient mental health and substance use disorder services in a defined geographic area to enrollees who meet Access to Care Standards.

1.19 Behavioral Health Services Only (BHSO)

“Behavioral Health Services Only” means those enrollees who receive only behavioral health benefits through the Fully Integrated Managed Care Contract.

1.20 Behavioral Health and Service Integration Administration (BHSIA)

“Behavioral Health and Service Integration Administration (BHSIA)” means the administration within the Department of Social and Health Services responsible for service integration delivery and is responsible for providing mental health and chemical dependency services to individuals who are functionally and financially able to receive such services.

1.21 Capacity Threshold

“Capacity Threshold” means the capacity to serve at least seventy (70) percent of Apple Health Foster Care eligibles in a service area in each of the following four critical provider types: hospital, mental health, primary care, and pediatric primary care.

1.22 Caregiver

“Caregiver” For the purposes of this program, Caregiver means an adoptive parent OR a licensed foster parent, relative caregiver, or other suitable placement, designated by the DSHS Children's Administration to care for a child until a permanent placement can be arranged.

1.23 Centers for Medicare and Medicaid Services (CMS)

“Centers for Medicare and Medicaid Services (CMS)” means the federal agency within the U.S. Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.

1.24 Children's Health Insurance Program

“Children's Health Insurance Program (CHIP)” means a program to provide access to medical care for children under Title XXI of the Social Security Act, the Children's Health Insurance Program Reauthorization Act of 2009, RCW 74.09.470 and WAC 182-505.

1.25 Child Health and Education Tracking (CHET) Program

“Child Health and Education Tracking (CHET) Program” means the set of screenings that is conducted by Children's Administration screeners within thirty (30) days of a child or youth's placement into foster care, as part of an initial foster care placement. CHET

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

screenings are conducted by CA specialized social workers using standardized, validated tools and reviews the following five domains:

- 1.25.1 Physical Health
- 1.25.2 Developmental
- 1.25.3 Educational
- 1.25.4 Social/Emotional
- 1.25.5 Connections

1.26 Children with Special Health Care Needs

“Children with Special Health Care Needs” means children under 19 years of age who are any one of the following:

- 1.26.1 Eligible for Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- 1.26.2 Eligible for Medicaid under section 1902(e)(3) of the Act;
- 1.26.3 In foster care or other out-of-home placement;
- 1.26.4 Receiving foster care or adoption assistance; and/or
- 1.26.5 Receiving services through a family-centered, community-based, coordinated care system that receives grant funds under section 501(a)(1)(D) of Title V of the Social Security Act.

1.27 Chronic Condition

“Chronic Condition” means a physical or behavioral health condition that is persistent or otherwise long lasting in its effects.

1.28 Chronic Disease Self-Management Education (CDSME)

“Chronic Disease Self-Management Education (CDSME)” means programs that enable individuals with multiple chronic conditions to learn how to manage their overall health, symptoms, and risk factors. An example is the Stanford University Chronic Disease Self-Management Program which has been shown in randomized trials to improve symptoms such as pain, shortness of breath and fatigue, improve ability to engage in everyday activities, reduce depression and decrease costly health care such as emergency department visits.

1.29 Client

“Client” means an individual who has been determined Medicaid-eligible by HCA but who has not enrolled in an Apple Health Managed Care program.

1.30 Clinical Care Management

“Clinical Care Management” means a set of services, delivered by Care Coordinators, designed to improve the health of enrollees. Effective care management includes the following:

- 1.30.1 Coordination with Children’s Administration Social Workers, Fostering Well Being

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

staff and other DSHS and HCA employees to ensure critical information about program enrollees is exchanged and that continuity of health care is maintained;

- 1.30.2 Actively assisting enrollees to navigate health care delivery systems, acquire self-care skills to improve functioning and health outcomes, and slow the progression of disease or disability;
- 1.30.3 Utilization of evidence-based clinical practices in screening and intervention;
- 1.30.4 Coordination of the enrollee's health care across the continuum of medical and behavioral health and oral health services, including tracking referrals and outcomes of referrals; and
- 1.30.5 Assisting the enrollee in accessing behavioral health services that are, to the extent possible, integrated with primary care.

1.31 Code of Federal Regulations (C.F.R.)

"Code of Federal Regulations (C.F.R.)" means the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

1.32 Cold Call Marketing

"Cold Call Marketing" means any unsolicited personal contact by the Contractor or its designee, with a potential enrollee or a current enrollee of another Contracted managed care organization for the purposes of marketing (42 C.F.R. § 438.104(a)).

1.33 Community Health Workers (CHW)

"Community Health Workers (CHW)" means individuals who serve as a liaison/link/intermediary/advocate between health/social services and the community to facilitate access to services and improve the quality and cultural competence of service delivery. They include Community Health Representatives (CHR) in the Indian Health Service funded, Tribally contracted/granted and directed program. A CHW also builds individual and community capacity by increasing health knowledge and self-sufficiency through a range of activities such as outreach, community education, informal counseling, social support and advocacy.

1.34 Comparable Coverage

"Comparable Coverage" means an enrollee has other insurance that HCA has determined provides a full scope of health care benefits.

1.35 Complex Case Management (CCM)

"Complex Case Management (CCM)" means care coordination services delivered to enrollees with multiple or complex conditions to obtain access to care and services and coordination of their care. Enrollees receiving CCM services shall receive services according to standards defined by the National Committee for Quality Assurance (NCQA).

THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM APRIL 2016 THROUGH JULY 2016 (Amendment #1).

1.36 Concurrent Review

“Concurrent Review” means the Contractor’s review of care and services at the time the event being reviewed is occurring. Concurrent review includes an assessment of the enrollee’s progress toward recovery and readiness for discharge while the enrollee is hospitalized or in a nursing facility; and may involve an assessment of the medical necessity of tests or procedures while the enrollee is hospitalized or in a nursing facility.

1.37 Confidential Information

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state law. Confidential Information includes, but is not limited to, Personal Information.

1.38 Consumer Assessment of Healthcare Providers and Systems (CAHPS®)

“Consumer Assessment of Healthcare Providers and Systems (CAHPS®)” means a family of standardized survey instruments, including a Medicaid survey used to measure client experience of health care.

1.39 Continuity of Care

“Continuity of Care” means the provision of continuous care for chronic or acute medical conditions through enrollee transitions between: facility to home; facility to facility; providers or service areas; managed care Contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of care occurs in a manner that prevents secondary illness, health care complications or re-hospitalization and promotes optimum health recovery. Transitions of significant importance include: from acute care settings, such as inpatient physical health or behavioral (mental health/substance use) health care settings to home or other health care settings; from hospital to skilled nursing facility; from skilled nursing to home or community-based settings; from one primary care practice or medical home to another; and from substance use care to primary and/or mental health care.

1.40 Continuity of Care Document (CCD)

“Continuity of Care Document (CCD)” means an electronic document exchange standard for sharing patient care summary information. Summaries include the most commonly needed pertinent information about current and past health status in a form that can be shared by all computer applications, including web browsers, electronic medical record (EMR) and electronic health record (EHR) software systems. The industry is already moving toward the Consolidated CDA (C-CDA) as the emerging industry standard and the clinical exchange of choice. For the purposes of the Clinical Data Repository requirements in this Contract this patient care summary is referred to as the CCDA.

1.41 Contract

“Contract” means the entire written agreement between HCA and the Contractor, including any Exhibits, documents, and materials incorporated by reference. The parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitutes as one agreement. E-mail (electronic mail) transmission of a signed copy of this Contract shall be the same as delivery of an original.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.42 Contractor

“Contractor” means the individual or entity performing services pursuant to this Contract and includes the Contractor’s owners, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted subcontract, “Contractor” includes any subcontractor and its owners, officers, directors, partners, employees, and/or agents.

1.43 Contracted Services

“Contracted Services” means covered services that are to be provided by the Contractor under the terms of this Contract.

1.44 Covered Services

“Covered Services” means health care services that HCA determines are covered for enrollees.

1.45 Credible Allegation of Fraud

“Credible Allegation of Fraud” means the Contractor has investigated an allegation of fraud and concluded that the existence of fraud is more probable than not. (42 C.F.R. § 455.2).

1.46 Critical Providers

“**Critical Providers**” means the health care provider types without which a Managed Care Organization cannot provide a viable program. For the purposes of this Contract, Critical Providers are: Hospitals, Primary Care Providers and Pediatric Primary Care Providers, and Mental Health Providers.

1.47 Debarment

“Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds, or debarment under chapter 39.26 RCW.

1.48 Department of Social and Health Services (DSHS)

“Department of Social and Health Services (DSHS)” means the Washington State agency responsible for providing a broad array of health care and social services. DSHS administrations with which the Contractor may interface include, but are not limited to:

- 1.48.1 Behavioral Health Administration is responsible for providing mental health services in state psychiatric hospitals and community settings and chemical dependency inpatient and outpatient treatment, recovery and prevention services.
- 1.48.2 Aging and Long-Term Support Administration is responsible for providing a safe home, community and nursing facility array of long-term supports for Washington citizens.
- 1.48.3 Children’s Administration is responsible for keeping Washington children safe, strengthening families and supporting foster children in their communities.
- 1.48.4 Developmental Disabilities Administration is responsible for providing a safe,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

high-quality, array of home, community and facility-based residential services and employment support for Washington citizens with disabilities.

1.49 Director

“Director” means the Director of HCA. In his or her sole discretion, the Director may designate a representative to act on the Director’s behalf. Any designation may include the representative’s authority to hear, consider, review, and/or determine any matter.

1.50 Duplicate Coverage

“Duplicate Coverage” means an enrollee is covered by the Contractor on a third party basis at the same time the enrollee is covered by the Contractor for Apple Health.

1.51 Durable Medical Equipment

“Durable Medical Equipment” means equipment that:

- 1.51.1 Can withstand repeated use;
- 1.51.2 Is primarily and customarily used to serve a medical purpose;
- 1.51.3 Generally is not useful for a person in the absence of illness or injury; and
- 1.51.4 Is appropriate for use in the client’s place of residence.

1.52 Early and Periodic Screening, Diagnosis and Treatment (EPSDT)

“EPSDT (Early and Periodic Screening, Diagnosis, and Treatment)” means screening, diagnostic and treatment services covered by Medicaid for children under the age of twenty-one (21) as defined in the Social Security Act (SSA) Section 1905(r) and described in the HCA EPSDT program policy and Provider Guide.

1.53 Electronic Health Record (EHR)

“Electronic Health Record (EHR)” means a systematic collection of electronic health information about an individual patient or population. It is capable of being shared across different health care settings. This sharing can occur by way of network-connected, enterprise-wide information systems and other information networks or exchanges. EHRs include a range of data, including demographics, medical history, medication and allergies, immunization status, laboratory test results, radiology images, vital signs, behavioral health and personal statistics like age and weight. EHRs capture the data collected in a traditional health record.

1.54 Eligible Clients

“Eligible Clients” means individuals certified eligible by HCA, living in the service area, and eligible to enroll for health care services under the terms of this Contract.

1.55 Emergency Care for Mental Health Condition

“Emergency Care for Mental Health Condition” means services provided for an individual, that, if not provided, would likely result in the need for crisis intervention or hospital evaluation due to concerns of potential danger to self, others, or grave disability according to Chapter 71.05 RCW.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.56 Emergency Department Information Exchange™ (EDIE)

“Emergency Department Information Exchange™” means an internet-delivered service that enables health care providers to better identify and treat high users of the emergency department and special needs patients. When patients enter the emergency room, EDIE can proactively alert health care providers through different venues such as fax, phone, e-mail, or integration with a facility's current electronic medical records.

1.57 Emergency Fill

“Emergency Fill” means the dispensing of a prescribed medication to an enrollee by a licensed pharmacist who has used his or her professional judgment in identifying that the enrollee has an Emergency Medical Condition for which lack of immediate access to pharmaceutical treatment would result in (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

1.58 Emergency Medical Condition

“Emergency Medical Condition” means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part (42 C.F.R. § 438.114(a)).

1.59 Emergency Services

“Emergency Services” means inpatient and outpatient contracted services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an emergency medical condition (42 C.F.R. § 438.114(a)).

1.60 Encrypt

“Encrypt” means to encipher or encode electronic data using software that generates a minimum key length of 128 bits.

1.61 Enrollee

“Enrollee” means an individual who is enrolled in managed care through a Managed Care Organization (MCO) having a Contract with HCA (42 C.F.R. § 438.10(a)).

1.62 Exception to Rule

“Exception to rule” means a request by an enrollee or a requesting provider to receive a noncovered health care service according to WAC 182-501-0160.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.63 External Quality Review (EQR)

“External Quality Review (EQR)” means the analysis and evaluation of aggregated information on quality, timeliness and access to the health care services that the Contractor or its subcontractors furnish to enrollees (42 C.F.R. § 438.320).

1.64 External Quality Review Organization (EQRO)

“External Quality Review Organization (EQRO)” means an organization that meets the competence and independence requirements set forth in 42 C.F.R. § 438.354, and performs external quality review, other EQR-related activities as set forth in 42 C.F.R. § 438.358, or both (42 C.F.R. § 438.320).

1.65 Facility

“Facility” means but is not limited to: a hospital, an inpatient rehabilitation center, long-term and acute care (LTAC), skilled nursing facility, and nursing home.

1.66 Federally Qualified Health Center (FQHC)

“Federally Qualified Health Center” (FQHC) means a community-based organization that provides comprehensive primary care and preventive care, including health, dental and mental health/substance abuse services to people of all ages, regardless of their ability to pay or health insurance status.

1.67 First Steps Program – Maternity Support Services (MSS)

“Maternity Support Services” means a component of HCA’s First Steps program. This voluntary program is designed to increase access to prenatal care as early in the pregnancy as possible and improve birth outcomes, including low birth weight (Chapter 182-533 WAC).

1.68 Foster Care

“Foster Care” means the placement of a child by DSHS or a licensed child placing agency in a home or facility licensed pursuant to Chapter 74.15 RCW, or in a home or facility that is not required to be licensed.

1.69 Foster Care Alumni (Alumni)

“Foster Care Alumni” or “Alumni” means a young adult between the ages of 18 and 26 who has aged out of the foster care system but who is still eligible for Medicaid in accordance with the federal Affordable Care Act and applicable Washington State Law.

1.70 Fostering Well Being (FWB)

“Fostering Well Being” or “FWB” means the unit within the DSHS Aging and Long Term Supports Administration that provides health care coordination services and assistance to foster children in accessing providers or health supplies.

1.71 Foundation for Health Care Quality

“Foundation for Health Care Quality” means a nonprofit organization that sponsors or conducts health care quality improvement programs and evaluation and measurement

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

activities. Among the projects sponsored by the Foundation are: the Bree Collaborative, the Clinical Outcomes Assessment Program (COAP), the Surgery Clinical Outcomes Assessment Program (SCOAP), and the Obstetrics Clinical Outcomes Assessment Program (OBCOAP).

1.72 Fraud

“Fraud” means an intentional deception or misrepresentation made by a person (individual or entity) with the knowledge that the deception could result in some unauthorized benefit to him-or herself or some other person. It includes any act that constitutes fraud under applicable Federal or State Law (42 C.F.R. § 455.2).

1.73 Fully Integrated Managed Care (FIMC)

“Fully Integrated Managed Care” means a program that integrates medical, mental health and substance use disorder services under a single Managed Care entity.

1.74 Grievance

“Grievance” means an expression of dissatisfaction about any matter other than an action. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the enrollee’s rights (42 C.F.R. § 438.400(b)).

1.75 Grievance Process

“Grievance Process” means the procedure for addressing enrollees’ grievances (42 C.F.R. § 438.400(b)).

1.76 Grievance System

“Grievance System” means the overall system that includes grievances and appeals handled by the Contractor and access to the hearing system (42 C.F.R. § 438, Subpart F).

1.77 Guideline

“Guideline” means a set of statements by which to determine a course of action. A guideline streamlines utilization management decision-making processes according to a set routine or sound evidence-based clinical practice. By definition, following a guideline is never mandatory. Guidelines are not binding and are not enforced.

1.78 Habilitative Services

“Habilitative Services” means medically necessary services provided to assist the enrollee in partially or fully attaining, learning, keeping, improving, or preventing deterioration of developmental-age appropriate skills that were never present as a result of a congenital, genetic, or early acquired health condition and required to maximize, to the extent practical, the enrollee’s ability to function within his or her environment. (WAC 182-545-400).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.79 Hardened Password

“Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

1.80 Health Care Authority (HCA)

“Health Care Authority (HCA)” means the State of Washington Health Care Authority and its employees and authorized agents.

1.81 Health Care Coordination

“Health Care Coordination” means an approach to healthcare in which all of a patient’s needs are coordinated with the assistance of a primary point of contact. The point of contact provides information to the patient and the patient’s caregivers, and works with the patient to make sure that the patient gets the most appropriate treatment, while ensuring that health care is not accidentally duplicated.

1.82 Health Care Coordinator

“Health Care Coordinator” means a health care professional or group of professionals, licensed in the state of Washington, who is responsible for providing care coordination services to enrollees. Health Care Coordinators may be:

- 1.82.1 A Registered Nurse or Social Worker employed by the Contractor or primary care provider; and/or
- 1.82.2 Individuals or groups of licensed professionals, or individuals working under their licenses, subcontracted by the primary care provider/clinic.

Nothing in this definition precludes the Contractor or care coordinator from using allied health care staff, such as community health workers and others to facilitate the work of the care coordinator.

1.83 Health Care Professional

“Health Care Professional” means a physician or any of the following acting within his or her scope of practice; an applied behavior analyst, certified registered dietitian, naturopath, podiatrist, optometrist, optician, osteopath, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist, therapist assistant, speech language pathologist, audiologist, registered or practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist, and certified nurse midwife), licensed midwife, licensed certified social worker, licensed mental health counselor, licensed marriage and family therapist, registered respiratory therapist, pharmacist and certified respiratory therapy technician (42 C.F.R. § 438.2).

1.84 Health Home

“Health Home” means an entity composed of community-based providers, qualified by the state to provide Health Home Services to Medicaid enrollees under section 2703 of the Affordable Care Act of 2010. The entity is responsible for coordinating and integrating care across the continuum of services needed and used by eligible enrollees.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.85 Healthcare Effectiveness Data and Information Set (HEDIS®)

“Healthcare Effectiveness Data and Information Set (HEDIS®)” means a set of standardized performance measures designed to ensure that health care purchasers and consumers have the information they need to reliably compare the performance of managed health care plans. HEDIS® also includes a standardized survey of consumers' experiences that evaluates plan performance in areas such as customer service, access to care and claims processing. HEDIS® is sponsored, supported, and maintained by National Committee for Quality Assurance (NCQA).

1.86 Healthcare Effectiveness Data and Information Set (HEDIS®) Compliance Audit Program

“Healthcare Effectiveness Data and Information Set (HEDIS®) Compliance Audit Program” means a set of standards and audit methods used by an NCQA certified auditor to evaluate information systems (IS) capabilities assessment (IS standards) and a Contractor's ability to comply with HEDIS® specifications (HD standards).

1.87 Health Technology Assessment (HTA)

“Health Technology Assessment (HTA)” means a program that determines if health services used by Washington State government are safe and effective. The program examines scientific evidence for new technologies which is then reviewed by a committee of practicing clinicians. The purpose of the program is to ensure medical treatments and services paid for with state health care dollars are safe and proven to work. HTA contracts for scientific, evidence-based reports about whether certain medical devices, procedures and tests are safe and work as promoted.

1.88 Indian/Tribal Urban (I/T/U) Provider

“Indian/Tribal/Urban (I/T/U) Provider” means the Indian Health Service and/or any Tribe, Tribal organization, or Urban Indian Organization that provides Medicaid-reimbursable services.

1.89 Individual with Special Health Care Needs

“Individual with Special Health Care Needs” means an enrollee who meets the diagnostic and risk score criteria for Health Home Services; or is a Child with Special Health Care Needs; or has a chronic or disabling condition that meets all of the following conditions:

- 1.89.1 Has a biologic, psychologic, or cognitive basis;
- 1.89.2 The enrollee is likely to continue to have the chronic disease or disabling healthcare condition for more than one year; and
- 1.89.3 Produces one or more of the following conditions stemming from a disease:
 - 1.89.3.1 Significant limitation in areas of physical, cognitive, or emotional functions; or
 - 1.89.3.2 Dependency on medical or assistive devices to minimize limitations of function or activities.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.90 Limitation Extension (LE)

“Limitation Extension (LE)” means a request by an enrollee or the enrollee’s health care provider to extend a covered service with a limit according to WAC 182-501-0169.

1.91 Link4Health Clinical Data Repository (CDR)

“Link4Health Clinical Data Repository (CDR)” is a tool HCA is using to advance Washington’s capabilities to collect, share and use integrated physical and behavioral health information from provider EHR systems. The CDR means a real time database that consolidates data from a variety of clinical sources to present a unified view of a single patient. It allows clinicians to retrieve data for a single patient rather than a population of patients with common characteristics. Typical data types which are often found within a CDR include: CCD, C-CDA, problem lists, clinical laboratory test results, patient demographics, pharmacy information, radiology reports and images, pathology reports, hospital discharge summaries, diagnosis, and progress notes. The use of standard data inputs helps manage the cost and complexity of data contributed by many different care providers. The CDR will be operated by the HIE on behalf of sponsoring organizations. HCA will be the initial sponsoring organization. The CDR will also include claims and encounter information so that aggregate data can be provided for quality reporting and population health management.

1.92 List of Excluded Individuals/Entities (LEIE)

“List of Excluded Individuals/Entities (LEIE)” means an Office of Inspector General’s List of Excluded Individuals/Entities and provides information to the health care industry, patients, and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid, and all other federal health care programs. Individuals and entities who have been reinstated are removed from the LEIE.

1.93 Managed Care

“Managed Care” means a prepaid, comprehensive system of medical and health care delivery, including preventive, primary, specialty, and ancillary health services.

1.94 Managed Care Organization (MCO)

“Managed Care Organization (MCO)” means an organization having a certificate of authority or certificate of registration from the Washington State Office of Insurance Commissioner that contracts with HCA under a comprehensive risk contract to provide prepaid health care services to eligible HCA enrollees under HCA managed care programs.

1.95 Marketing

“Marketing” means any communication, whether written, oral, in-person (telephonic or face-to-face) or electronic, and includes promotional activities intended to increase a Contractor’s membership or to “brand” a Contractor’s name or organization. Marketing is communication from the Contractor to a potential enrollee or enrollee with another HCA-Contracted MCO that can be reasonably interpreted as intended to influence them to enroll with the Contractor or to either not enroll or end enrollment with another HCA-contracted MCO.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.96 Marketing Materials

“Marketing Materials” means materials that are produced in any medium, by or on behalf of the Contractor that can be reasonably interpreted as intended as marketing (42 C.F.R. § 438.104(a)).

1.97 Material Provider

“Material Provider” means a Participating Provider whose loss would negatively affect access to care in the service area in such a way that a significant percentage of enrollees would have to change their Provider or Contractor, receive services from a non-participating Provider, or consistently receive services outside the service area.

1.98 Medicaid Fraud Control Unit (MFCU)

“Medicaid Fraud Control Unit (MFCU)” means the Washington State Medicaid Fraud Control Unit which investigates and prosecutes fraud by health care providers. The MFCU is part of the Washington State Office of the Attorney General.

1.99 Medicaid Personal Care (MPC)

“Medicaid Personal Care (MPC)” means services provided to meet an individual’s need for assistance with activities of daily living (ADLs) such as bathing, dressing, eating, meal preparation, housework, and travel to medical services. This service may be provided in the individual’s own home or out-of-home placement.

1.100 Medically Necessary Services

“Medically Necessary” means a requested service which is reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent worsening of conditions in the client that endanger life, or cause suffering of pain, or result in an illness or infirmity, or threaten to cause or aggravate a handicap, or cause physical deformity or malfunction. There is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the client requesting the service. For the purpose of this section, “course of treatment” may include mere observation or, where appropriate, no medical treatment at all (WAC 182-500-0070).

1.101 Medically Intensive Children’s Program (MICP)

“Medically Intensive Children’s Program (MICP)” means the program within the Developmental Disabilities Administration that provides in-home private duty nursing services to eligible children ages 0 to 18 who have medically intensive needs.

1.102 Medical Loss Ratio (MLR)

“Medical Loss Ratio” means the measurement of the share of enrollee premiums that the Contractor spends on medical claims, as opposed to other non-claims expenses such as administration or profits. Additional clarification can be found in the Congressional Research Service report dated August 26, 2014, found here:
<http://fas.org/sqp/crs/misc/R42735.pdf>

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.103 Medication Assisted Treatment (MAT)

“Medication Assisted Treatment” means the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorders.

1.104 Medication Management (MM)

“Medication Management” means the prescribing and/or administering and reviewing of medications and their side effects. This service shall be rendered face-to-face as able, by a person licensed to perform such services. This service may be provided in consultation with collateral, primary therapists, and/or case managers, but includes only minimal psychotherapy.

1.105 Mental Health Professional

“Mental Health Professional” means:

- 1.105.1 A psychiatrist, psychologist, psychiatric nurse or social worker as defined in Chapters 71.05 and 71.34 RCW;
- 1.105.2 A person who is licensed by the Department of Health as a mental health counselor, mental health counselor associate, marriage and family therapist, or marriage and family therapy associate;
- 1.105.3 A person with a master’s degree or further advanced degree in counseling or one of the social sciences from an accredited college or university. Such persons shall have, in addition, at least two years of experience in direct treatment of persons with mental illness or emotional disturbance, such experience gained under the supervision of a Mental Health Professional;
- 1.105.4 A person who meets the waiver criteria of RCW 71.24.260, which was granted before 1986;
- 1.105.5 A person who has an approved exception to perform the duties of a Mental Health Professional that was requested by the regional support network and granted by the DSHS Division of Behavioral Health and Recovery before July 1, 2001; or
- 1.105.6 A person who has been granted a time-limited exception of the minimum requirements of a Mental Health Professional by the DSHS Division of Behavioral Health and Recovery consistent with WAC 388-865-0265.

1.106 National CAHPS® Benchmarking Database – (NCBD)

“National CAHPS® Benchmarking Database – (NCBD)” means a national repository for data from the Consumer Assessment of Healthcare Providers and Systems (CAHPS®). The database facilitates comparisons of CAHPS® survey results by survey sponsors. Data is compiled into a single national database, which enables NCBD participants to compare their own results to relevant benchmarks (i.e., reference points such as national and regional averages). The NCBD also offers an important source of primary data for specialized research related to consumer assessments of quality as measured by CAHPS®.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.107 National Committee for Quality Assurance (NCQA)

“National Committee for Quality Assurance (NCQA)” means an organization responsible for developing and managing health care measures that assess the quality of care and services that managed care clients receive.

1.108 National Correct Coding Initiative (NCCI)

“National Correct Coding Initiative (NCCI)” means CMS-developed coding policies based on coding conventions defined in the American Medical Association’s CPT manual, national and local policies and edits.

1.109 Network Adequacy

“Network Adequacy” means a network of providers for the Contractor that is sufficient in numbers and types of providers/facilities to ensure that all services are accessible to enrollees without unreasonable delay. Adequacy is determined by a number of factors, including, but not limited to, provider/patient ratios, geographic accessibility and travel distance.

1.110 Neurodevelopmental Services

“Neurodevelopmental services” means a group of community non-profit and hospital-based agencies as designated by the Department of Health who provide therapy and related services to young children with neuromuscular or developmental disorders. Services may include speech, occupational, and physical therapies, along with other specialties such as nutrition, social work, and adaptive equipment.

1.111 Non-Participating Provider

“Non-Participating Provider” means a person, health care provider, practitioner, facility or entity acting within their scope of practice and licensure, that does not have a written agreement with the Contractor to participate in a managed care organization’s provider network, but provides health care services to enrollees.

1.112 Office of Inspector General (OIG)

“Office of Inspector General (OIG)” means the Office of Inspector General within the United States Department of Health and Human Services.

1.113 OneHealthPort Health Information Exchange (HIE)

“OneHealthPort Health Information Exchange (HIE)” means the statewide HIE created under Chapter 300, Laws of 2009 (SSB 5501). OneHealthPort is designated by HCA as the Lead HIE Organization for Washington State. The HIE is operated by OneHealthPort under the oversight of HCA and an Oversight Board. The CDR is operated as a service of the HIE. The HIE also delivers connectivity services for a variety of Trading Partners in Washington State and other states. The HIE is the connectivity path for organizations transacting data with the CDR. Organizations transacting data with the CDR will be required to connect to the HIE in some manner.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.114 Overpayment

“Overpayment” means any payment from HCA to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this contract, including amounts in dispute.

1.115 Participating Rebate Eligible Manufacturer

“Participating Rebate Eligible Manufacturer” means any manufacturer participating in the Medicaid Drug Rebate Program and who has a signed National Drug Rebate Agreement with the Secretary of Health and Human Services.

1.116 Participating Provider

“Participating Provider” means a person, health care provider, practitioner, or entity, acting within their scope of practice and licensure, with a written agreement with the Contractor to provide services to enrollees under the terms of this Contract.

1.117 Partnership Access Line (PAL)

“Partnership Access Line (PAL)” means a resource that provides access to consultation with a child psychiatrist to assist prescribers in meeting the needs of an enrolled child with a mental health diagnosis.

1.118 Pediatric Concurrent Care

“Pediatric Concurrent Care” means medically necessary services delivered at the same time as hospice services, to provide treatment leading to a curative state (WAC 182-551-1860) for children 20 years of age and younger.

1.119 Pediatric Interim Care (PIC)

“Pediatric Interim Care (PIC)” means the three programs [Catholic Community Services (Tacoma), Providence Everett, Pediatric Intensive Care Program (Kent)] available in Washington that provide services to families of drug/alcohol affected children under the age of three years. Program services may include a combination of specialized group care, foster care, family support, foster family training and support, aftercare services, wraparound services and/or other services. Depending on the program, services are facility-based, home based, or via support services but no placement.

1.120 Pediatric Palliative Care

“Pediatric Palliative Care” means medical care and treatment for children 20 years of age and younger that are not enrolled in Hospice and have a serious and chronic illness that requires pain relief and symptom management rather than cure.

1.121 Peer-Reviewed Medical Literature

“Peer-Reviewed Medical Literature” means medical literature published in professional journals that submit articles for review by experts who are not part of the editorial staff. It does not include publications or supplements to publications primarily intended as marketing material for pharmaceutical, medical supplies, medical devices, health service providers, or insurance carriers.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.122 Personal Information

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.

1.123 Physician Group

“Physician Group” means a partnership, association, corporation, individual practice association, or other group that distributes income from the practice among its members. An individual practice association is a physician group only if it is composed of individual physicians and has no subcontracts with physician groups.

1.124 Physician Incentive Plan

“Physician Incentive Plan” means any compensation arrangement between the Contractor and a physician or physician group that may directly or indirectly have the effect of reducing or limiting services to enrollees under the terms of this Contract.

1.125 Physician’s Orders for Life Sustaining Treatment (POLST)

“Physician’s Orders for Life Sustaining Treatment (POLST)” means a set of guidelines and protocols for how emergency medical personnel shall respond when summoned to the site of an injury or illness for the treatment of a person who has signed a written directive or durable power of attorney requesting that he or she not receive futile emergency medical treatment (RCW 43.70.480).

1.126 Placement Moves

“Placement Moves” means the movement of a child in state custody from one foster home, group care facility or living situation to another.

1.127 Postservice Review

“Postservice review” means the Contractor’s review of health care services that have already been received by the enrollee, but were not prior authorized according to Contractor policy.

1.128 Post-stabilization Services

“Post-stabilization Services” means contracted services, related to an emergency medical condition and emergency care for a mental health condition that are provided after an enrollee is stabilized in order to maintain the stabilized condition or to improve or resolve the enrollee's condition (42 C.F.R. § 438.114 and 422.113).

1.129 Potential Enrollee

“Potential Enrollee” means any individual who HCA determines is eligible for enrollment in Apple Health Managed Care and who, at the time of HCA’s determination, is not enrolled with any Apple Health Managed Care Contractor (42 C.F.R. § 438.10(a)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.130 Primary Care Provider (PCP)

“Primary Care Provider (PCP)” means a participating provider who has the responsibility for supervising, coordinating, and providing primary health care to enrollees, initiating referrals for specialist care, and maintaining the continuity of enrollee care. PCPs include, but are not limited to Pediatricians, Family Practitioners, General Practitioners, Internists, Naturopathic physicians, medical residents (under the supervision of a teaching physician), Physician Assistants (under the supervision of a physician), or Advanced Registered Nurse Practitioners (ARNP), as designated by the Contractor. The definition of PCP is inclusive of primary care physician as it is used in 42 C.F.R. § 438. All Federal requirements applicable to primary care physicians will also be applicable to primary care providers as the term is used in this Contract.

1.131 Predictive Risk Intelligence System (PRISM)

“Predictive Risk Intelligence System (PRISM)” means a DSHS-secure web-based predictive modeling and clinical decision support tool. It provides a unified view of medical, behavioral health, and long-term care service data that is refreshed on a weekly basis. PRISM provides prospective medical risk scores that are a measure of expected medical costs in the next 12 months based on the patient’s disease profile and pharmacy utilization.

1.132 Program Integrity

“Program Integrity” means a system of reasonable and consistent oversight of the Medicaid program. Program Integrity effectively encourages compliance; maintains accountability; protects public funds; supports awareness and responsibility; ensures providers, contractors and subcontractors meet participation requirements; ensures services are medically necessary; and ensures payments are for the correct amount and for covered services. The goal of Program Integrity is to reduce and eliminate fraud, waste, and abuse in the Medicaid program. Program Integrity activities include prevention, algorithms, investigations, audits, reviews, recovery of improper payments, education, and cooperation with Medicaid Fraud Control Unit, and other state and federal agencies. See chapter 182-502A WAC.

1.133 Provider

“Provider” means an individual medical professional, hospital, skilled nursing facility, other facility or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.

1.134 Quality

“Quality” means the degree to which a Contractor increases the likelihood of desired health outcomes of its enrollees through its structural and operational characteristics and through the provision of health services that are consistent with current professional knowledge (42 C.F.R. § 438.320).

1.135 Referral Provider

“Referral Provider” means a provider, who is not the enrollee’s PCP, to whom an enrollee is referred for covered services.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.136 Regional Service Area (RSA)

“Regional Service Area (RSA)” means a single county or multi-county grouping formed for the purpose of health care purchasing.

1.137 Regulation

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

1.138 Relative Placement

“Relative Placement” means a placement of a court ordered dependent child or youth by DSHS with the child’s relative in a licensed or unlicensed, unpaid foster home.

1.139 Resilience

“Resilience” means the personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats and other stresses and to live productive lives.

1.140 Revised Code of Washington (RCW)

“Revised Code of Washington (RCW)” means the laws of the state of Washington.

1.141 Risk

“Risk” means the possibility that a loss may be incurred because the cost of providing services may exceed the payments made for services. When applied to subcontractors, loss includes the loss of potential payments made as part of a physician incentive plan, as defined in this Contract.

1.142 Screening, Brief Intervention and Referral for Treatment (SBIRT)

“Screening, Brief Interventions and Referral to Treatment (SBIRT)” means a comprehensive, evidenced-based public health practice designed to identify through screening, adolescents and adults who are at risk for or have some level of substance use disorder which can lead to illness, injury, or other long-term morbidity or mortality. If a person is found to be at risk of harm from their use, they receive several brief interventions to reduce their risk or if necessary, a referral for further evaluation for treatment. SBIRT services are provided in a wide variety of medical and community health care settings: primary care centers, hospital emergency rooms, and trauma centers.

1.143 Second Opinion Network (SON)

“Second Opinion Network (SON)” means an organization consisting of Agency recognized experts in the field of child psychiatry contracted with by HCA to perform peer-to-peer medication reviews with health care providers when psychotropic medications or medication regimens for children under eighteen (18) years of age exceed the medications review thresholds established for the HCA Medicaid mental health benefit.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.144 Secured Area

“Secured Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

1.145 Service Areas

“Service Areas” means the geographic areas in which the Contractor serves eligible clients as described in this Contract.

1.146 Single Case Agreement

“Single Case Agreement” means a written agreement between the Contractor and a nonparticipating provider to deliver services to an enrollee.

1.147 Social Service Specialist/Social Worker

“Social Service Specialist/Social Worker” means the Children’s Administration position responsible for meeting all casework management directives as required by law, policy and other mandates, including but not limited to, meeting documentation and payment initiation requirements for accurate and timely entries into the CA data collection system, Famlink, and accomplishing the overall goals of developing partnerships with families, focusing on practical everyday life tasks and promoting specific skills tied to the family’s tasks.

1.148 Subcontract

“Subcontract” means any separate agreement or Contract between the Contractor and an individual or entity (“Subcontractor”) to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

1.149 Substance Use Disorder (SUD)

“Substance Use Disorder (SUD)” means a problematic pattern of use of alcohol and/or drugs that causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school or home.

1.150 Substantial Financial Risk

“Substantial Financial Risk” means a physician or physician group as defined in this Section is at substantial financial risk when more than twenty-five percent (25%) of the total maximum potential payments to the physician or physician group depend on the use of referral services. When the panel size is fewer than 25,000 enrollees’ arrangements that cause substantial financial risk include, but are not limited to, the following:

1.150.1 Withholds greater than twenty-five percent (25%) of total potential payments; or

1.150.2 Withholds less than twenty-five percent (25%) of total potential payments but the physician or physician group is potentially liable for more than twenty-five percent (25%) of total potential payments; or

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 1.150.3 Bonuses greater than thirty-three percent (33%) of total potential payments, less the bonus; or
- 1.150.4 Withholds plus bonuses if the withholds plus bonuses equal more than twenty-five percent (25%) of total potential payments; or
- 1.150.5 Capitation arrangements if the difference between the minimum and maximum possible payments is more than twenty-five percent (25%) of the maximum possible payments, or the minimum and maximum possible payments are not clearly explained in the Contract.

1.151 System for Award Management (SAM)

“System for Award Management” or “SAM” means the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA and EPLS. Provider listed in the SAM should not be awarded a contract with the Contractor.

1.152 Tracking

“Tracking” means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

1.153 Transition of Care Document (TOC)

“Transition of Care Document (TOC)” means a document that is supported by four key clinical document types or constructs that contain specific patient information to facilitate the exchange of information in the event of a patient care transition. The Discharge Summary is one document type built on the Consolidated CDA (CCDA) providing demographic and summary information about the patient. The Discharge Summary is the clinical document used in the event that a patient is discharged from a healthcare provider, containing an overview of patient care information, such as demographic information, active reconciled medication list including dose and directions, allergy list, problem list, and reason for admission. The document includes both a standard dataset and a discharge context relevant dataset, both of which are determined by the discharging provider organization in accordance with local policy, regulations and law. At discharge, the summary might include content for the Discharge Instruction as well as Discharge Summary.

1.154 Transitional Healthcare Services (THS)

“Transitional Healthcare Services (THS)” means the mechanisms to ensure coordination and continuity of care as enrollees transfer between different locations or different levels of care within the same location. Transitional Healthcare Services are intended to prevent secondary health conditions or complications, re-institutionalization or re-hospitalization, including recidivism following substance use disorder treatment.

1.155 Transport

“Transport” means the movement of Confidential Information from one entity to another, or within an entity, that:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.155.1 Places the Confidential Information outside of a Secured Area or system (such as a local area network), and

1.155.2 Is accomplished other than via a Trusted System.

1.156 Trauma Informed Care

“Trauma Informed Care” means a service delivery system designed to include a basic understanding of how trauma affects the life of an enrollee seeking services. Traditional service delivery approaches may exacerbate a survivor of trauma. Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities and triggers of trauma, so that these services and programs can be more supportive and avoid re-traumatization.

1.157 Trusted Systems

“Trusted Systems” means methods of delivering confidential information in such a manner that confidentiality is not compromised. Trusted Systems include only the following methods of physical delivery:

1.157.1 Hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt, and

1.157.2 United States Postal Service (USPS) delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail.

1.157.3 Any other method of physical delivery will not be deemed a Trusted System.

1.158 Unique User ID

“Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

1.159 Urgent Care Center

“Urgent Care Center” means a clinic outside of a traditional hospital-based emergency room focused on the delivery of urgent, but not serious medical problems. Urgent care centers primarily treat injuries or illnesses requiring immediate care, but not serious enough to require an emergency room visit.

1.160 Urgent Medical Condition

“Urgent Medical Condition” means a medical or behavioral health condition manifesting itself by acute symptoms of sufficient severity such that if services are not received within 24 hours of the request, the person’s situation is likely to deteriorate to the point that Emergent Services are necessary.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

1.161 Validation

“Validation” means the review of information, data, and procedures to determine the extent to which they are accurate, reliable, and free from bias and in accord with standards for data collection and analysis (42 C.F.R. § 438.320).

1.162 Washington Administrative Code (WAC)

“Washington Administrative Code (WAC)” means the rules adopted by agencies to implement legislation and RCWs.

1.163 Washington Apple Health (AH)

“Washington Apple Health (AH)” means the public health insurance programs for eligible Washington residents. Washington Apple Health is the name used in Washington State for Medicaid, the Children’s Health Insurance program (CHIP), and the state-only funded health care programs.

1.164 Washington Apple Health Foster Care (AHFC)

“Washington Apple Health Foster Care (AHFC)” means a managed care program developed specifically to meet the needs of children and youth in foster care and adoption support programs, and former foster children between the ages of 18 and 26 who are eligible for medical coverage as a result of the Affordable Care Act.

1.165 Washington Apple Health – Fully Integrated Managed Care (AH-FIMC)

“Washington Apple Health – Fully Integrated Managed Care (AH-FIMC)” means the program under which behavioral health services are added to the Apple Health Managed Care (AHMC) contract.

1.166 Wraparound with Intensive Services (WISe)

“Wraparound with Intensive Services (WISe)” means, a program of intensive, individualized mental health services to eligible children and youth that are individualized, intensive, coordinated, comprehensive and culturally competent, and provided in the home or community. The WISe program is for youth who are experiencing mental health symptoms to such a degree that it causes severe disruption in behavior, interfering with functioning in family, school or with peers, requiring:

- 1.166.1 The involvement of the mental health system and other child serving systems and supports;
- 1.166.2 Intensive care collaboration and coordination; and
- 1.166.3 Ongoing intervention to stabilize the youth and family in order to prevent more restrictive or institutional placement.

1.167 Youth

“Youth” means enrollees in foster care who are between 12 and 18 years of age.

2 GENERAL TERMS AND CONDITIONS

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

2.1 Amendment

Except as described below, an amendment to this Contract generally shall require the approval of both HCA and the Contractor. The following shall guide the amendment process:

- 2.1.1 Any amendment shall be in writing and shall be signed by a Contractor's authorized officer and an authorized representative of HCA. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 2.1.2 HCA reserves the right to issue unilateral amendments which provide corrective or clarifying information.
- 2.1.3 The Contractor shall submit all feedback or questions to HCA at contracts@hca.wa.gov.
- 2.1.4 The Contractor shall submit written feedback within the expressed deadline provided to the Contractor upon receipt of any amendments. HCA is not obligated to accept Contractor feedback after the written deadline provided by HCA.
- 2.1.5 The Contractor shall return all signed amendments within the written deadline provided by HCA contracts administration.

2.2 Assignment

The Contractor shall not assign this Contract to a third party without the prior written consent of HCA.

2.3 Billing Limitations

- 2.3.1 HCA shall pay the Contractor only for services provided in accordance with this Contract.
- 2.3.2 HCA shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- 2.3.3 The Contractor must waive the timeliness rule for processing a claim and prior authorization requirements when HCA program integrity activities result in recoupment of an improperly paid claim that HCA paid but that should have been paid by the Contractor.
 - 2.3.3.1 The Contractor shall pay for medically necessary services submitted beyond the standard claims payment timeframes in these circumstances. If the Contractor is unable to systematically identify and waive the timeliness rules in this scenario, it is acceptable for the Contractor to address the waiver of the timeliness rule within its provider payment dispute processes.
 - 2.3.3.2 The servicing provider must submit a claim to the Contractor within

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

one hundred twenty (120) calendar days from HCA's notification of improper payment. The Contractor must have in place a process to administer these claims.

- 2.3.3.3 If the Contractor is unable to waive the timeliness rule to process an improperly paid claim identified by HCA, HCA may at any time request a refund from the Contractor of the improperly paid claim.

2.4 Compliance with Applicable Law

In the provision of services under this Contract, the Contractor and its subcontractors shall comply with all applicable federal, state and local laws and regulations, and all amendments thereto, that are in effect when the Contract is signed (42 C.F.R. § 438.6(f)(1) and 438.100(d)). The provisions of this Contract that are in conflict with applicable state or federal laws or regulations are hereby amended to conform to the minimum requirements of such laws or regulations. A provision of this Contract that is stricter than such laws or regulations will not be deemed a conflict. Applicable laws and regulations include, but are not limited to:

- 2.4.1 Title XIX and Title XXI of the Social Security Act;
- 2.4.2 Title VI of the Civil Rights Act of 1964;
- 2.4.3 Title IX of the Education Amendments of 1972, regarding any education programs and activities;
- 2.4.4 The Age Discrimination Act of 1975;
- 2.4.5 The Rehabilitation Act of 1973;
- 2.4.6 The Budget Deficit Reduction Act of 2005;
- 2.4.7 The Washington Medicaid False Claims Act and Federal False Claims Act (FCA);
- 2.4.8 The Health Insurance Portability and Accountability Act (HIPAA);
- 2.4.9 The American Recovery and Reinvestment Act (ARRA);
- 2.4.10 The Patient Protection and Affordable Care Act (PPACA or ACA);
- 2.4.11 The Health Care and Education Reconciliation Act;
- 2.4.12 Chapter 70.02 RCW and the Washington State Patient Bill of Rights, including, but not limited to, the administrative and financial responsibility for independent reviews; and
- 2.4.13 All federal and state professional and facility licensing and accreditation requirements/standards that apply to services performed under the terms of this Contract, including but not limited to:
 - 2.4.13.1 All applicable standards, orders, or requirements issued under Section 306 of the Clean Water Act (33 US 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to HCA, DHHS, and the EPA.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 2.4.13.2 Any applicable mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan, issued in compliance with the Federal Energy Policy and Conservation Act.
- 2.4.13.3 Those specified for laboratory services in the Clinical Laboratory Improvement Amendments (CLIA).
- 2.4.13.4 Those specified in Title 18 RCW for professional licensing.
- 2.4.14 Industrial Insurance – Title 51 RCW.
- 2.4.15 Reporting of abuse as required by RCW 26.44.030 and chapter 74.34.
- 2.4.16 Federal Drug and Alcohol Confidentiality Laws in 42 C.F.R. Part 2.
- 2.4.17 EEO Provisions.
- 2.4.18 Copeland Anti-Kickback Act.
- 2.4.19 Davis-Bacon Act.
- 2.4.20 Byrd Anti-Lobbying Amendment.
- 2.4.21 All federal and state nondiscrimination laws and regulations.
- 2.4.22 Americans with Disabilities Act: The Contractor shall make reasonable accommodation for enrollees with disabilities, in accord with the Americans with Disabilities Act, for all Contracted services and shall assure physical and communication barriers shall not inhibit enrollees with disabilities from obtaining contracted services.
- 2.4.23 The Contractor shall not pay for an item or service (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital) with respect to any amount expended for roads, bridges, stadiums, or any other item or service not covered under the Medicaid State Plan.
- 2.4.24 Any other requirements associated with the receipt of federal funds.

2.5 Confidentiality

- 2.5.1 The Contractor will protect and preserve the confidentiality of HCA's data or information that is defined as confidential under state or federal law or regulation or data that HCA has identified as confidential.
- 2.5.2 The Contractor shall comply with all applicable federal and state laws and regulations concerning collection, use, and disclosure of Personal Information set forth in Governor Locke's Executive Order 00-03 and Protected Health Information (PHI), defined at 45 C.F.R. § 160.103, as may be amended from time to time. The Contractor shall not release, divulge, publish, transfer, sell, or otherwise make known to unauthorized third parties Personal Information or PHI without the advance express written consent of the individual who is the subject matter of the Personal Information or PHI or as otherwise required in this Contract or as permitted or required by state or federal law or regulation. The Contractor shall implement appropriate physical, electronic and managerial safeguards to prevent unauthorized access to Personal Information and PHI. The Contractor shall require the same standards of confidentiality of all its

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

Subcontractors.

- 2.5.3 The Contractor agrees to share Personal Information regarding enrollees in a manner that complies with applicable state and federal law protecting confidentiality of such information (including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, codified at 42 U.S.C. § 1320(d) et. seq. and 45 C.F.R. parts 160, 162, and 164., the HIPAA regulations, 42 C.F.R. § 431 Subpart F, 42 C.F.R. § 438.224, RCW 5.60.060(4), and Chapter 70.02 RCW). The Contractor and the Contractor's subcontractors shall fully cooperate with HCA efforts to implement HIPAA requirements.
- 2.5.4 The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss.
 - 2.5.4.1 This duty requires that the Contractor employ reasonable security measures, which include restricting access to the Confidential Information by:
 - 2.5.4.1.1 Encrypting electronic Confidential Information during Transport;
 - 2.5.4.1.2 Physically Securing and Tracking media containing Confidential Information during Transport;
 - 2.5.4.1.3 Limiting access to staff that have an authorized business requirement to view the Confidential Information;
 - 2.5.4.1.4 Using access lists, Unique User ID and Hardened Password authentication to protect Confidential Information;
 - 2.5.4.1.5 Physically Securing any computers, documents or other media containing the Confidential Information; and
 - 2.5.4.1.6 Encrypting all Confidential Information that is stored on portable devices including but not limited to laptop computers and flash memory devices.
 - 2.5.4.2 Upon request by HCA the Contractor shall return the Confidential Information or certify in writing that the Contractor employed a HCA approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the HCA contact identified in this Contract.
- 2.5.5 In the event of a breach, meaning an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule which compromises the security or privacy of an enrollee's PHI, the Contractor shall notify HCA in writing, as described in the Notices section of the General Terms and Conditions, within two (2) business days after determining notification must be sent to enrollees. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirement imposed by law (45 C.F.R. Part 164, Subpart D, WAC 284-04-625, RCW 19.255.010).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 2.5.6 HCA reserves the right to monitor, audit, or investigate the use of Personal Information and PHI of enrollees collected, used, or acquired by Contractor during the term of this Agreement. All HCA representatives conducting onsite audits of Contractor agree to keep confidential any patient-identifiable information which may be reviewed during the course of any site visit or audit.
- 2.5.7 Any material breach of this confidentiality provision may result in termination of this Contract. The Contractor shall indemnify and hold HCA harmless from any damages related to the Contractor's or Subcontractor's unauthorized use or release of Personal Information or PHI of enrollees.

2.6 Covenant Against Contingent Fees

The Contractor certifies that no person or selling agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. HCA shall have the right, in the event of breach of this clause by the Contractor, to terminate this Contract or, in its discretion, to deduct from amounts due the Contractor under the Contract recover by other means the full amount of any such commission, percentage, brokerage or contingent fee.

2.7 Debarment Certification

The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify HCA if, during the term of this Contract, the Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice in accord with Subsection 2.38 of this Contract if the Contractor becomes debarred during the term hereof.

2.8 Defense of Legal Actions

Each party to this Contract shall advise the other as to matters that come to its attention with respect to potential substantial legal actions involving allegations that may give rise to a claim for indemnification from the other. Each party shall fully cooperate with the other in the defense of any action arising out of matters related to this Contract by providing without additional fee all reasonably available information relating to such actions and by providing necessary testimony.

2.9 Disputes

When a dispute arises over an issue that pertains in any way to this Contract (other than overpayments, as described below), the parties agree to the following process to address the dispute:

- 2.9.1 The Contractor shall request a dispute resolution conference with the Director. The request for a dispute resolution conference must be in writing and shall clearly state all of the following:
 - 2.9.1.1 The disputed issue(s).
 - 2.9.1.2 An explanation of the positions of the parties.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 2.9.1.3 Any additional facts necessary to explain completely and accurately the nature of the dispute.
- 2.9.2 Requests for a dispute resolution conference must be mailed to the Director, Washington State HCA, P.O. Box 42700, Olympia, WA 98504-2700. Any such requests must be received by the Director within fifteen (15) calendar days after the Contractor receives notice of the disputed issue(s).
 - 2.9.2.1 The Director, in his or her sole discretion, will determine a time for the parties to present their views on the disputed issue(s). The format and time allowed for the presentations are solely within the Director's discretion. The Director will provide written notice of the time, format, and location of the conference. The conference is informal in nature and is not governed in any way by the Administrative Procedure Act, chapter 34.05 RCW.
 - 2.9.2.2 The Director will consider all of the information provided at the conference and will issue a written decision on the disputed issue(s) within thirty (30) calendar days after the conclusion of the conference. However, the Director retains the option of taking up to an additional sixty (60) calendar days to consider the disputed issue(s) or taking additional steps to attempt to resolve them. If the Director determines, in his or her sole discretion, that an additional period of up to sixty (60) calendar days is needed for review, he or she will notify the Contractor, in writing, of the delay and the anticipated completion date before the initial thirty-day period expires.
 - 2.9.2.3 The Director, at his or her sole discretion, may appoint a designee to represent him or her at the dispute conference. If the Director does appoint a designee to represent him or her at the dispute conference, the Director shall retain all final decision-making authority regarding the disputed issue(s). Under no circumstances shall the Director's designee have any authority to issue a final decision on the disputed issue(s).
- 2.9.3 The parties hereby agree that this dispute process shall precede any judicial or quasi-judicial proceeding and is the sole administrative remedy under this Contract.
- 2.9.4 Disputes regarding overpayments are governed by the Notice of Overpayment Subsection of this Contract, and not by this Subsection 2.9.

2.10 Force Majeure

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, such nonperformance shall not be a ground for termination for default. Immediately upon the occurrence of any such event, the Contractor shall commence to use its best efforts to provide, directly or indirectly, alternative and, to the extent practicable, comparable performance. Nothing in this Section shall be construed to prevent HCA from terminating this Contract for reasons other than for default during the period of events set forth above, or for default, if such default occurred prior to such event.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

2.11 Governing Law and Venue

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington in Tacoma.

Nothing in this Contract shall be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

2.12 Independent Contractor

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the HCA or the State of Washington. The Contractor, its employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the HCA or the State of Washington by reason hereof, nor will the Contractor, its employees, or agent make any claim of right, privilege or benefit that would accrue to such employee. The Contractor acknowledges and certifies that neither HCA nor the State of Washington are guarantors of any obligations or debts of the Contractor.

2.13 Insolvency

If the Contractor becomes insolvent during the term of this Contract:

- 2.13.1 The State of Washington and enrollees shall not be, in any manner, liable for the debts and obligations of the Contractor (42 C.F.R. § 438.106(a) and 438.116(a)(1)).
- 2.13.2 In accord with the Prohibition on Enrollee Charges for Contracted Services provisions of the Enrollee Rights and Protections Section of this Contract under no circumstances shall the Contractor, or any providers used to deliver services covered under the terms of this Contract, charge enrollees for Contracted services (42 C.F.R. § 438.106(b)(1)).
- 2.13.3 The Contractor shall, in accord with RCW 48.44.055 or 48.46.245, provide for the continuity of care for enrollees.
- 2.13.4 The Contractor shall cover continuation of services to enrollees for duration of period for which payment has been made, as well as for inpatient admissions up until discharge.

2.14 Inspection

The Contractor and its subcontractors shall cooperate with all audits and investigations performed by duly authorized representatives of the State of Washington, including HCA and MFCU, as well as the federal Department of Health and Human Services, auditors from the federal Government Accountability Office, federal Office of the Inspector General and federal Office of Management and Budget. The Contractor and its subcontractors shall provide access to their facilities and the records documenting the performance of this Contract, for purpose of audits, investigations, and for the identification and recovery of overpayments within thirty (30) calendar days, and access to its facilities and the records

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

pertinent to this Contract to monitor and evaluate performance under this Contract, including, but not limited to, claims payment and the quality, cost, use, health and safety and timeliness of services, provider network adequacy, including panel capacity or willingness to accept new patients, and assessment of the Contractor's capacity to bear the potential financial losses. The Contractor and its subcontractors shall provide immediate access to facilities and records pertinent to this Contract for State or Federal fraud investigators (42 C.F.R. § 438.6(g)).

2.15 Insurance

The Contractor shall at all times comply with the following insurance requirements:

- 2.15.1 Commercial General Liability Insurance (CGL): The Contractor shall maintain CGL insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract. The State of Washington, HCA, its elected and appointed officials, agents, and employees shall be named as additional insured's expressly for, and limited to, Contractor's services provided under this Contract.
- 2.15.2 Professional Liability Insurance (PL): The Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.
- 2.15.3 Worker's Compensation: The Contractor shall comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and HCA shall not be held responsible as an employer for claims filed by the Contractor or its employees under such laws and regulations.
- 2.15.4 Employees and Volunteers: Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers.
- 2.15.5 Subcontractors: The Contractor shall ensure that all subcontractors have and maintain insurance appropriate to the services to be performed. The Contractor shall make available copies of Certificates of Insurance for subcontractors, to HCA if requested.
- 2.15.6 Separation of Insured's: All insurance Commercial General Liability policies shall contain a "separation of insured's" provision.
- 2.15.7 Insurers: The Contractor shall obtain insurance from insurance companies authorized to do business within the State of Washington, with a "Best's Reports" rating of A-, Class VII or better. Any exception must be approved by HCA. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.
- 2.15.8 Evidence of Coverage: The Contractor shall submit Certificates of Insurance in

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

accord with the Notices section of the General Terms and Conditions, for each coverage required under this Contract upon execution of this Contract. Each Certificate of Insurance shall be executed by a duly authorized representative of each insurer.

- 2.15.9 Material Changes: The Contractor shall give HCA, in accord with the Notices section of the General Terms and Conditions, forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance in the Certificate of Coverage. If cancellation is due to non-payment of premium, the Contractor shall give HCA ten (10) calendar days advance notice of cancellation.
- 2.15.10 General: By requiring insurance, the State of Washington and HCA do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and HCA in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- 2.15.11 The Contractor may waive the requirements as described in the Commercial General Liability Insurance, Professional Liability Insurance, Insurers and Evidence of Coverage provisions of this Section if self-insured. In the event the Contractor is self-insured, the Contractor must send to HCA by the third Wednesday of January in each Contract year, a signed written document, which certifies that the Contractor is self-insured, carries coverage adequate to meet the requirements of this Section, will treat HCA as an additional insured, expressly for, and limited to, the Contractor's services provided under this Contract, and provides a point of contact for HCA.

2.16 Records

- 2.16.1 The Contractor and its subcontractors shall maintain all financial, medical and other records pertinent to this Contract. All financial records shall follow generally accepted accounting principles. Other records shall be maintained as necessary to clearly reflect all actions taken by the Contractor related to this Contract.
- 2.16.2 All records and reports relating to this Contract shall be retained by the Contractor and its subcontractors for a minimum of six (6) years after final payment is made under this Contract. However, when an audit, litigation, or other action involving records is initiated prior to the end of said period, records shall be maintained for a minimum of six (6) years following resolution of such action (RCW 40.14.060).
- 2.16.3 The Contractor acknowledges the HCA is subject to the Public Records Act (Chapter 42.56 RCW). This Contract will be a "public record" as defined in Chapter 42.56 RCW. Any documents submitted to HCA by the Contractor may also be construed as "public records" and therefore subject to public disclosure under chapter 42.56 RCW.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

2.17 Mergers and Acquisitions

If the Contractor is involved in an acquisition of assets or merger with another HCA Contractor after the effective date of this Contract, HCA reserves the right, to the extent permitted by law, to require that each Contractor maintain its separate business lines for the remainder of the Contract period. The Contractor does not have an automatic right to a continuation of the Contract after any such acquisition of assets or merger.

2.18 Notification of Organizational Changes

The Contractor shall provide HCA with ninety (90) calendar days' prior written notice of any change in the Contractor's ownership or legal status. The Contractor shall provide HCA notice of any changes to the Contractor's key personnel including, but not limited to, the Contractor's Chief Executive Officer, the Contractor's Chief Financial Officer, HCA government relations contact, HCA Account Executive, and Medical Director as soon as reasonably possible.

2.19 Order of Precedence

In the interpretation of this Contract and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible the following order of precedence shall apply:

- 2.19.1 Federal statutes and regulations applicable to the services provided under this Contract.
- 2.19.2 State of Washington statutes and regulations concerning the operation of HCA programs participating in this Contract.
- 2.19.3 Applicable State of Washington statutes and regulations concerning the operation of Health Maintenance Organizations, Health Care Service Contractors, and Life and Disability Insurance Carriers.
- 2.19.4 General Terms and Conditions of this Contract.
- 2.19.5 Any other term and condition of this Contract and exhibits.
- 2.19.6 Any other material incorporated herein by reference.

2.20 Severability

If any term or condition of this Contract is held invalid by any court of competent jurisdiction, and if all appeals have been exhausted, such invalidity shall not affect the validity of the other terms or conditions of this Contract.

2.21 Survivability

The terms and conditions contained in this Contract that shall survive the expiration or termination of this Contract include but are not limited to: Confidentiality, Fraud, Overpayment, Indemnification and Hold Harmless, Inspection and Maintenance of Records. After termination of this Contract, the Contractor remains obligated to:

- 2.21.1 Cover hospitalized enrollees until discharge consistent with this Contract.
- 2.21.2 Submit reports required in this Contract.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 2.21.3 Provide access to records required in accord with the Inspection provisions of this Section.
- 2.21.4 Provide the administrative services associated with Contracted services (e.g. claims processing, enrollee appeals) provided to enrollees prior to the effective date of termination under the terms of this Contract.
- 2.21.5 Repay any overpayments that:
 - 2.21.5.1 Pertain to services provided at any time during the term of this Contract; and
 - 2.21.5.2 Are identified through an HCA audit or other HCA administrative review at any time on or before six (6) years from the date of the termination of this Contract; or
 - 2.21.5.3 Are identified through a fraud investigation conducted by the Medicaid Fraud Control Unit or other law enforcement entity, based on the timeframes provided by federal or state law.
- 2.21.6 Reimburse providers for claims erroneously billed to and paid by HCA within the twenty-four months before the expiration or termination of this Contract.

2.22 Waiver

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the Director of the HCA or his or her designee has the authority to waive any term or condition of this Contract on behalf of HCA.

2.23 Contractor Certification Regarding Ethics

The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

2.24 Health and Safety

Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any HCA client with whom the Contractor has contact. The Contractor shall require participating hospitals, ambulatory care surgery centers, and office-based surgery sites to endorse and adopt procedures for verifying the correct patient, the correct procedure, and the correct surgical site that meets or exceeds those set forth in the Universal Protocol™ developed by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or other similar standards.

2.25 Indemnification and Hold Harmless

HCA and the Contractor shall each be responsible for their own acts and omissions, and the acts and omissions of their agents and employees. Each party to this Contract shall defend, protect and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs, penalties, and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

expenses, including attorney fees, arising from any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this Contract except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second party. The Contractor shall indemnify and hold harmless HCA from any claims by Participating or non-Participating Providers related to the provision of services to Enrollees according to the terms of this Contract. Each party agrees to promptly notify the other party in writing of any claim and provide the other party the opportunity to defend and settle the claim. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

2.26 Industrial Insurance Coverage

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, HCA may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. HCA may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by HCA under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.27 No Federal or State Endorsement

The award of this Contract does not indicate an endorsement of the Contractor by the Centers for Medicare and Medicaid Services (CMS), the federal government, or the State of Washington. No federal funds have been used for lobbying purposes in connection with this Contract or managed care program.

2.28 Notices

Whenever one party is required to give notice to the other under this Contract, it shall be deemed given if mailed by United States Postal Services, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

2.28.1 In the case of notice to the Contractor, notice will be sent to:

«CEO»
«Organization_Name»
«Mailing_AddressSt_Address»
«City», «State» «Zip_Code»

2.28.2 In the case of notice to HCA, send notice to:

Contract Administrator
HCA
Legal and Administrative Services
Contracts Office
P.O. Box 42702
Olympia, WA 98504-2702

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 2.28.3 Notices shall be effective on the date delivered as evidenced by the return receipt or the date returned to the sender for non-delivery other than for insufficient postage.
- 2.28.4 Either party may at any time change its address for notification purposes by mailing a notice in accord with this Section, stating the change and setting for the new address, which shall be effective on the tenth (10th) day following the effective date of such notice unless a later date is specified.

2.29 Notice of Overpayment

- 2.29.1 If HCA determines it has made an overpayment to the Contractor, then HCA will issue a Notice of Overpayment to the Contractor.
- 2.29.2 The Contractor may contest a Notice of Overpayment by requesting an adjudicative proceeding. The request for an adjudicative proceeding must:
 - 2.29.2.1 Comply with all of the instructions contained in the Notice of Overpayment;
 - 2.29.2.2 Be received by HCA within twenty-eight (28) calendar days of service receipt of the Notice of Overpayment by the Contractor;
 - 2.29.2.3 Be sent to HCA by certified mail (return receipt), to the location specified in the Notice of Overpayment;
 - 2.29.2.4 Include a statement and supporting documentation as to why the Contractor thinks the Notice of Overpayment is incorrect; and
 - 2.29.2.5 Include a copy of the Notice of Overpayment.
- 2.29.3 If the Contractor submits a timely and complete request for an adjudicative proceeding, then the Office of Administrative Hearings will schedule the proceeding. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the dispute prior to the adjudicative proceeding. The adjudicative proceeding will be governed by the administrative procedure act, chapter 34.05 RCW, and chapter 182-526 WAC.
- 2.29.4 If HCA does not receive a request for an adjudicative proceeding within twenty-eight (28) calendar days of service of a Notice of Overpayment, then the Contractor will be responsible for repaying the amount specified in the Notice of Overpayment. This amount will be considered a final debt to HCA from the Contractor. HCA may charge the Contractor interest and any costs associated with the collection of the debt. HCA may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; withholding the amount of the debt from any future payment to the Contractor under this contract; or any other collection action available to HCA to satisfy the overpayment debt.
- 2.29.5 Nothing in this Agreement limits HCA's ability to recover overpayments under applicable law.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

2.30 Proprietary Data or Trade Secrets

- 2.30.1 Except as required by law, regulation, or court order, data identified by the Contractor as proprietary trade secret information shall be kept strictly confidential, unless the Contractor provides prior written consent of disclosure to specific parties. Any release or disclosure of data shall include the Contractor's interpretation.
- 2.30.2 The Contractor shall identify data which it asserts is proprietary or is trade secret information as permitted by RCW 41.05.026. If HCA anticipates releasing data that is identified as proprietary or trade secrets, HCA will notify the Contractor upon receipt of any request under the Public Records Act (chapter 42.56 RCW) or otherwise for data or Claims Data identified by the Contractor as proprietary trade secret information and will not release any such information until five (5) business days after it has notified the Contractor of the receipt of such request. If the Contractor files legal proceedings within the aforementioned five (5) business day period in an attempt to prevent disclosure of the data, HCA agrees not to disclose the information unless it is ordered to do so by a court, the Contractor dismisses its lawsuit, or the Contractor agrees that the data may be released.
- 2.30.3 Nothing in this Section shall prevent HCA from filing its own lawsuit or joining any other lawsuit in an attempt to prevent disclosure of the data, or to obtain a declaration as to the disclosure of the data, provided that HCA will promptly notify the Contractor of the filing of any such lawsuit.

2.31 Ownership of Material

HCA recognizes that nothing in this Contract shall give HCA ownership rights to the systems developed or acquired by the Contractor during the performance of this Contract. The Contractor recognizes that nothing in this Contract shall give the Contractor ownership rights to the systems developed or acquired by HCA during the performance of this Contract.

2.32 Solvency

- 2.32.1 The Contractor shall have a Certificate of Registration as a Health Maintenance Organization (HMO), Health Care Service Contractor (HCSC) or Life and Disability Insurance Carrier, from the Washington State Office of the Insurance Commissioner (OIC). The Contractor shall comply with the solvency provisions of chapters 48.21, 48.21a, 48.44 or 48.46 RCW, as amended.
- 2.32.2 The Contractor agrees that HCA may at any time access any information related to the Contractor's financial condition, or compliance with the Office of the Insurance Commissioner (OIC) requirements, from OIC and consult with OIC concerning such information.
- 2.32.3 The Contractor shall deliver to HCA copies of any financial reports prepared at the request of the OIC or National Association of Insurance Commissioners (NAIC) per the HCSC required filing checklist for financial reports. The Contractor's routine quarterly and annual statements submitted to the OIC and NAIC are exempt from this requirement. The Contractor shall also deliver copies

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

of related documents, reports, and correspondence (including, but not limited to, Risk-Based Capital [RBC] calculations and Management's Discussion and Analysis), at the same time the Contractor submits them to the OIC or NAIC.

- 2.32.4 The Contractor shall notify HCA within ten (10) business days after the end of any month in which the Contractor's net worth (capital and/or surplus) reaches a level representing two or fewer months of expected claims and other operating expenses, or other change which may jeopardize its ability to perform under this Contract or which may otherwise materially affect the relationship of the parties under this Contract.
- 2.32.5 The Contractor shall notify HCA within 24 hours after any action by the OIC which may affect the relationship of the parties under this Contract.
- 2.32.6 The Contractor shall notify HCA if the OIC requires enhanced reporting requirements within fourteen (14) calendar days after the Contractor's notification by the OIC. The Contractor agrees that HCA may, at any time, access any financial reports submitted to the OIC in accordance with any enhanced reporting requirements and consult with OIC staff concerning information contained therein.

2.33 Conflict of Interest Safeguards

The Contractor shall have conflict of interest safeguards that, at a minimum, are equivalent to conflict of interest safeguards imposed by federal law on parties involved in public Contracting (41 U.S.C. § 423).

2.34 Reservation of Rights and Remedies

A material default or breach in this Contract will cause irreparable injury to HCA. In the event of any claim for default or breach of this Contract, no provision in this Contract shall be construed, expressly or by implication, as a waiver by the State of Washington to any existing or future right or remedy available by law. Failure of the state of Washington to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the state of Washington to insist upon the strict performance of this Contract. In addition to any other remedies that may be available for default or breach of this Contract, in equity or otherwise, HCA may seek injunctive relief against any threatened or actual breach of this Contract without the necessity of proving actual damages. HCA reserves the right to recover any or all administrative costs incurred in the performance of this Contract during or as a result of any threatened or actual breach.

2.35 Termination for Default

- 2.35.1 **Termination by Contractor.** The Contractor may terminate this Contract whenever HCA defaults in performance of the Contract and fails to cure the default within a period of one hundred twenty (120) calendar days (or such longer period as the Contractor may allow) after receipt from the Contractor of a written notice, as described in the Notices section of the General Terms and Conditions,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

specifying the default. For purposes of this Section, “default” means failure of HCA to meet one or more material obligations of this Contract. In the event it is determined that HCA was not in default, HCA may claim damages for wrongful termination through the dispute resolution provisions of this Contract or by a court of competent jurisdiction.

2.35.2 Termination by HCA. HCA may terminate this Contract if HCA determines:

- 2.35.2.1 The Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 455.116(a).
- 2.35.2.2 The Contractor failed to timely submit accurate information required under 42 C.F.R. § 455, Subpart E. (42 C.F.R. § 455.416(d)).
- 2.35.2.3 One of the Contractor’s owners failed to timely submit accurate information required under 42 C.F.R. § 455, Subpart E. (42 C.F.R. § 455.416(d)).
- 2.35.2.4 The Contractor’s agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of the Contractor, failed to timely submit accurate information required under 42 C.F.R. § 455, Subpart E. (42 C.F.R. § 455.416(d)).
- 2.35.2.5 One of the Contractor’s owners did not cooperate with any screening methods required under 42 C.F.R. § 455, Subpart E. (42 C.F.R. § 455.416(a)).
- 2.35.2.6 One of the Contractor’s owners has been convicted of a criminal offense related to that person’s involvement with the Medicare, Medicaid, or title XXI program in the last 10 years. (42 C.F.R. § 455.416(b)).
- 2.35.2.7 The Contractor has been terminated under title XVIII of the Social Security Act, or under any states’ Medicaid or CHIP program. (42 C.F.R. § 455.416(c)).
- 2.35.2.8 One of the Contractor’s owners fails to submit sets of fingerprints in a form and manner to be determined by HCA within 30 days of a CMS or HCA request. (42 C.F.R. § 455.416(e); 42 C.F.R. § 455.450(d)).
- 2.35.2.9 The Contractor failed to permit access to one of the Contractor’s locations for site visits under 42 C.F.R. § 455.432. (42 C.F.R. § 455.416(f)).
- 2.35.2.10 The Contractor has falsified any information provided on its application. (42 C.F.R. § 455.416(g)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

2.36 Termination for Convenience

Notwithstanding any other provision of this Contract, the HCA may, by giving thirty (30) calendar days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part when it is in the best interest of HCA, as determined by HCA in its sole discretion. If this Contract is so terminated, HCA shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

2.37 Termination due to Federal Impact

Notwithstanding any provision in this Contract to the contrary, if HCA does not receive Centers for Medicare and Medicaid Services (CMS) approval of this Contract, HCA shall provide at least thirty (30) calendar days' prior written notice of termination of this Contract to the Contractor. The effective date of any such termination hereunder shall be the earliest date that is at least thirty (30) calendar days following the date the notice is sent and occurs on the last day of a calendar month. HCA shall not be relieved of its obligation under this Contract, including payment to the Contractor, for the period from the Contract Effective Date through the effective date of termination.

2.38 Terminations: Pre-termination Processes

Either party to the Contract shall give the other party to the Contract written notice, as described in the Notices section of the General Terms and Conditions of this Contract, of the intent to terminate this Contract and the reason for termination.

HCA shall provide written notice to the Contractor's enrollees of the decision to terminate the Contract and indicate whether the Contractor may appeal the decision.

2.38.1 If either party disagrees with the other party's decision to terminate this Contract, that party will have the right to a dispute resolution as described in the Disputes section of this Contract.

2.38.2 If the Contractor disagrees with a HCA decision to terminate this Contract and the dispute process is not successful, HCA shall provide the Contractor a pre-termination hearing prior to termination of the Contract under 42 C.F.R. § 438.708. HCA shall:

2.38.2.1 Give the Contractor written notice of the intent to terminate, the reason for termination, and the time and place of the hearing;

2.38.2.2 Give the Contractor (after the hearing) written notice of the decision affirming or reversing the proposed termination of this Contract, and for an affirming decision the effective date of termination; and

2.38.2.3 For an affirming decision, give enrollees notice of the termination and information consistent with 42 C.F.R. § 438.10 on their options for receiving Medicaid services following the effective date of termination.

2.39 Savings

In the event funding from any state, federal, or other sources is withdrawn, reduced, or

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

limited in any way after the date this Contract is signed and prior to the termination date, HCA may, in whole or in part, suspend or terminate this Contract upon fifteen (15) calendar days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. At HCA's sole discretion the Contract may be renegotiated under the revised funding conditions. If this Contract is so terminated or suspended, HCA shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date.

2.40 Post Termination Responsibilities

The following requirements survive termination of this Contract. Contractor shall:

- 2.40.1 Cover Enrollees hospitalized on the date of termination until discharge, consistent with the terms of this Contract;
- 2.40.2 Submit all data and reports required in the Contract;
- 2.40.3 Provide access to records, related to audits and performance reviews; and
- 2.40.4 Provide administrative services associated with services (e.g., claims processing and Enrollee appeals) to be provided to Enrollees under the terms of this Contract.

2.41 Termination - Information on Outstanding Claims

In the event this Contract is terminated, the Contractor shall provide HCA, within three hundred and sixty-five (365) calendar days, all available information reasonably necessary for the reimbursement of any outstanding claims for services to enrollees (42 C.F.R. § 434.6(a)(6)). Information and reimbursement of such claims is subject to the provisions of the Payment and Sanctions Section of this Contract.

2.42 Treatment of Client Property

Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

2.43 Administrative Simplification

The Contractor shall comply with the requirements of RCW 70.14.155 and Chapter 48.165 RCW.

- 2.43.1 To maximize understanding, communication, and administrative economy among all managed care Contractors, their Subcontractors, governmental entities, and Enrollees, Contractor shall use and follow the most recent updated versions of:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 2.43.1.1 Current Procedural Terminology (CPT)
 - 2.43.1.2 International Classification of Diseases (ICD)
 - 2.43.1.3 Healthcare Common Procedure Coding System (HCPCS)
 - 2.43.1.4 CMS Relative Value Units (RVUs)
 - 2.43.1.5 CMS billing instructions and rules
 - 2.43.1.6 NCPDP Telecommunication Standard D.O.
 - 2.43.1.7 Medi-Span® Master Drug Data Base or other nationally recognized drug data base with approval by HCA.
- 2.43.2 The Contractor must follow National Correct Coding Initiative (NCCI) policies to control improper coding that leads to inappropriate payments. The Contractor must incorporate compatible NCCI methodologies in its payment systems for processing Medicaid claims. The NCCI editing should occur in addition to current procedure code review and editing by the Contractor's claims payment systems.
- 2.43.3 In lieu of the most recent versions, Contractor may request an exception. HCA's consent thereto will not be unreasonably withheld.
- 2.43.4 Contractor may set its own conversion factor(s), including special code-specific or group-specific conversion factors, as it deems appropriate.

3 MARKETING AND INFORMATION REQUIREMENTS

3.1 Marketing

- 3.1.1 All marketing materials must be reviewed by and have written approval of HCA prior to distribution (42 C.F.R. § 438.104(b)(1)(i)). Marketing materials must be developed and submitted in accordance with the Marketing Guidelines developed and distributed by the HCA. Marketing materials include any items developed by the Contractor for distribution to enrollees or potential enrollees that are intended to provide information about the Contractor's benefit administration, including:
- 3.1.1.1 Print media;
 - 3.1.1.2 Websites; and
 - 3.1.1.3 Electronic Media (Television/Radio/Internet)/Social Media.
- 3.1.2 Marketing materials shall not contain misrepresentations, or false, inaccurate or misleading information (42 C.F.R. § 438.104(b)(2)).
- 3.1.3 Marketing materials must be distributed in all service areas the Contractor serves

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

(42 C.F.R. § 438.104(b)(1)(ii)).

- 3.1.4 Marketing materials must be in compliance with the Equal Access for Enrollees and Potential Enrollees with Communication Barriers provisions of this Section.
 - 3.1.4.1 Marketing materials in English must give directions for obtaining understandable materials in the population's primary languages, as identified by HCA.
 - 3.1.4.2 HCA may determine, in its sole judgment, if materials that are primarily visual, auditory, or tactile meet the requirements of this Contract.
- 3.1.5 The Contractor shall not offer or accept (other than the payment by HCA) anything of value as an inducement to enrollment.
- 3.1.6 The Contractor shall not seek to influence enrollment in conjunction with the sale or offering of any other insurance (42 C.F.R. § 438.104(b)(1)(iv)).
- 3.1.7 The Contractor shall not directly or indirectly conduct door-to-door, telephonic or other cold-call marketing of enrollment (42 C.F.R. § 438.104(b)(1)(v)).
- 3.1.8 The Contractor shall not make any assertion or statement, whether written or oral, in marketing materials that a potential enrollee must enroll with the Contractor in order to obtain benefits or in order not to lose benefits (42 C.F.R. § 438.104(b)(2)(i)).
- 3.1.9 The Contractor shall not make any assertion or statement, whether written or oral, in marketing materials that the Contractor is endorsed by CMS, the Federal or State government or similar entity (42 C.F.R. § 438.104(b)(2)(ii)).
- 3.1.10 The Contractor may participate in community events, including health fairs, educational events, and booths at other community events. The Contractor shall submit to HCA a quarterly report, listing all AH events in which the Contractor has participated in the previous quarter. Quarterly reports are due on the 15th of January, April, July and October.

3.2 Information Requirements for Enrollees and Potential Enrollees

- 3.2.1 The Contractor shall provide to potential enrollees and new enrollees the information needed to understand benefit coverage and obtain care in accord with the provisions of this Section (42 C.F.R. § 438.10(b)(3) and 438.10(f)(3)). The information shall be provided at least once a year, or upon request and within fifteen (15) working days of notification of enrollment.

The Contractor shall notify enrollees of their ability to request the information at any time. If the enrollee or potential enrollee is not able to understand written information, the Contractor will provide, at no cost, the necessary information in an alternative language or format that is understandable to the enrollee or potential enrollee.
- 3.2.2 In addition to the Apple Health managed care handbook produced by the Contractor for the Apple Health managed care program using the HCA's template, the Contractor shall produce the following information specific to AHFC, and shall provide this information to AHFC enrollees and their caregivers:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 3.2.2.1 How to access covered benefits, including those required by children transitioning new placement; those requiring prior authorization; how to get expedited prior authorization for services, prescriptions and supplies needed on an emergent basis, including prescriptions needed to treat mental health conditions.
- 3.2.2.2 The prohibition on charging enrollees for contracted services, the procedure for reporting charges the enrollee receives for contracted services to the Contractor, and circumstances under which an enrollee might be charged for services.
- 3.2.2.3 Information about when care givers and social workers can and cannot be charged for covered services, including prescriptions and medically necessary supplies and transportation;
- 3.2.2.4 How to obtain hearing and vision hardware;
- 3.2.2.5 Contact information for the Contractor's Foster Care Unit – toll free line for care givers and social workers; Contact info for 24/7 Nurse Advice line – nurses must have ability to differentiate between FC issues and others;
- 3.2.2.6 How to access Non-Emergency Medicaid Transportation Services for appointments and how to access Secured Transport for enrollees who may be a danger to themselves or others;
- 3.2.2.7 Information regarding appointment wait-time standards;
- 3.2.2.8 How timely EPSDT visits can assist the enrollee in obtaining needed services and supplies, including durable medical equipment, specialty services, and specialty supplies such as metabolic formulas and food assistance provided through the Department of Health;
- 3.2.2.9 How to access services covered by the fee for service system such as dental, Maternity Support Services (MSS) etc.
- 3.2.3 The Contractor may develop supplemental plan-specific materials in addition to the managed care handbook that is sent to newly enrolled and assigned enrollees. The supplemental, plan-specific material shall be incorporated into the managed care handbook template as instructed by HCA. The supplemental, plan-specific material will not include mandatory materials such as NCQA-required materials and the annual notices that the Contractor is required to send to enrollees.
- 3.2.4 Supplemental plan-specific materials may not duplicate information, such as covered benefits, contained in the HCA's approved handbook template and the Contractor's approved managed care handbook, but may include contact numbers for Contractor's customer service, information about the Contractor's authorization processes, network providers and/or Value Added Benefits that the Contractor may provide.
- 3.2.5 If an enrollee is not able to understand written information provided by the Contractor, the Contractor shall provide the necessary information in an alternative language and format that is understandable to the enrollee.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 3.2.6 The Contractor shall submit branding materials developed by the Contractor that specifically mention Medicaid, AHFC or the specific benefits provided under this Contract for review and approval. No such materials shall be disseminated to enrollees, potential enrollees, providers or other members of the public without HCA's approval.
- 3.2.7 The Contractor shall submit enrollee information developed by the Contractor that specifically mentions AHFC or the specific benefits provided under this Contract at least thirty (30) calendar days prior to distribution for review and approval, including any enrollee materials regarding Utilization Management activities that are developed by the Contractor or its delegates. All other enrollee materials shall be submitted as informational. HCA may waive the thirty day requirement if, in HCA's sole judgment, it is in the best interest of HCA and its clients to do so.
- 3.2.8 The Contractor shall notify all new Health Home-eligible enrollees of their eligibility for the Health Home program. The notice shall include all of the following:
 - 3.2.8.1 A description of the benefits of the program;
 - 3.2.8.2 Confirmation that program participation is voluntary and not a condition for the enrollee's receipt of any other covered service;
 - 3.2.8.3 Information about how to file grievances and appeals;
 - 3.2.8.4 A statement that a participant has the right to change care coordination providers and the procedure for doing so; and
 - 3.2.8.5 How to obtain more information about the program.
- 3.2.9 The Contractor shall notify all known pregnant enrollees about their eligibility to participate and receive Maternity Support Services (MSS) through the HCA First Steps program.
 - 3.2.9.1 The Contractor must use the HCA MSS informational letter template to notify these clients. HCA will provide the template to the Contractor. No later than the twentieth of each month, the Contractor shall submit to HCA a list of all enrollees who are newly identified within the preceding month as pregnant or are within sixty (60) days postpartum. The Contractor shall submit the list to HCA at hcamcprograms@hca.wa.gov using the HCA First Steps Maternity Support Services report template. HCA will provide the Support Services report template to the Contractor.
- 3.2.10 The Contractor shall communicate changes to State or Federal law to enrollees no more than ninety (90) calendar days after the effective date of the change and enrollees shall be notified at least thirty (30) calendar days prior to the effective date if, in the sole judgment of HCA, the change is significant in regard to the enrollees' quality of or access to care, which may include changes to: enrollment rights, grievance and hearing procedures, benefits, authorizations or coverage of emergency services. HCA shall notify the Contractor in writing of any significant change (42 C.F.R. § 438.6(i)(4) and 438.10(f)(4)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

3.3 Equal Access for Enrollees & Potential Enrollees with Communication Barriers

The Contractor shall assure equal access for all enrollees and potential enrollees when oral or written language creates a barrier to such access for enrollees and potential enrollees with communication barriers (42 C.F.R. § 438.10).

3.3.1 Oral Information

3.3.1.1 The Contractor shall assure that interpreter services are provided for enrollees and potential enrollees with a primary language other than English, free of charge (42 C.F.R. § 438.10(c)(4)). Interpreter services shall be provided for all interactions between such enrollees or potential enrollees and the Contractor or any of its providers including, but not limited to:

3.3.1.1.1 Customer service,

3.3.1.1.2 All appointments with any provider for any covered service,

3.3.1.1.3 Emergency services, and

3.3.1.1.4 All steps necessary to file grievances and appeals including requests for Independent Review of Contractor decisions (RCW 48.43.535; WAC 246-305, 284-43).

3.3.1.2 The Contractor is responsible for payment for interpreter services for Contractor administrative matters including, but not limited to handling enrollee grievances and appeals.

3.3.1.3 HCA is responsible for payment for interpreter services provided by interpreter agencies contracted with the state for outpatient medical visits and hearings.

3.3.1.4 Hospitals are responsible for payment for interpreter services during inpatient stays.

3.3.1.5 Public entities, such as Public Health Departments, are responsible for payment for interpreter services provided at their facilities or affiliated sites.

3.3.1.6 Interpreter services include the provision of interpreters for enrollees and potential enrollees who are deaf or hearing impaired at no cost to the enrollee or potential enrollee (42 C.F.R. § 438.10(c)(4)).

3.3.2 Written Information

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 3.3.2.1 The Contractor shall provide all generally available and client-specific written materials in a language and format which may be understood by each individual enrollee and potential enrollee (42 C.F.R. § 438.10(c)(3) and 438.10(d)(1)(ii)).
 - 3.3.2.1.1 If five percent (5%) or more of the Contractor's enrollees speak a specific language other than English, generally available materials, including the Contractor's handbook will be translated into that language.
 - 3.3.2.1.2 For enrollees whose primary language is not translated or whose need cannot be addressed by translation under the preceding subsection as required by the provisions of this Section, the Contractor may meet the requirement of this Section by doing any one of the following:
 - 3.3.2.1.2.1 Translating the material into the enrollee's or potential enrollee's primary reading language.
 - 3.3.2.1.2.2 Providing the material in an audio format in the enrollee's or potential enrollee's primary language.
 - 3.3.2.1.2.3 Having an interpreter read the material to the enrollee or potential enrollee in the enrollee's primary language.
 - 3.3.2.1.2.4 Providing the material in another alternative medium or format acceptable to the enrollee or potential enrollee. The Contractor shall document the enrollee's or potential enrollee's acceptance of the material in an alternative medium or format (42 C.F.R. § 438.10(d)(1)(ii)).
 - 3.3.2.1.2.5 Providing the material in English, if the Contractor documents the enrollee's or potential enrollee's preference for receiving material in English.
- 3.3.2.2 The Contractor shall ensure that all written information provided to enrollees or potential enrollees is accurate, is not misleading, is comprehensible to its intended audience, designed to provide the greatest degree of understanding, is written at the sixth grade reading level, and fulfills other requirements of the Contract as may be applicable to the materials (42 C.F.R. § 438.10(b)(1)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 3.3.2.3 HCA may make exceptions to the sixth grade reading level when, in the sole judgment of HCA, the nature of the materials do not allow for a sixth grade reading level or the enrollees' needs are better served by allowing a higher reading level. HCA approval of exceptions to the sixth grade reading level must be in writing.
- 3.3.2.4 Educational materials about topics such as Disease Management preventative services or other information used by the Contractor for health promotion efforts must be submitted to HCA, but do not require HCA approval as long as they do not specifically mention AH or the benefits provided under this Contract.
- 3.3.2.5 Educational materials that are not developed by the Contractor or developed under contract with the Contractor are not required to meet the sixth grade reading level requirement and do not require HCA approval.
- 3.3.2.6 All other written materials must have the written approval of HCA prior to use. For client-specific written materials, the Contractor may use templates that have been pre-approved in writing by HCA. The Contractor must provide HCA with a copy of all approved materials in final form.

3.4 Electronic Outbound calls

The Contractor may use an interactive, automated system to make certain outbound calls to enrollees.

- 3.4.1 The Contractor must submit call scripts to HCA no less than thirty (30) calendar days prior to the date the automated calls will begin. Approvable reasons for automated calls include:
 - 3.4.1.1 Recertification of eligibility;
 - 3.4.1.2 Outreach to new enrollees;
 - 3.4.1.3 Reminders of events such as flu clinics;
 - 3.4.1.4 Initial Health Screening;
 - 3.4.1.5 Surveys;
 - 3.4.1.6 Disease management information and reminders;
 - 3.4.1.7 Appointment reminders/immunizations/well child appointments; and
 - 3.4.1.8 Notification of new programs or assistance offered.
- 3.4.2 Under no circumstances will the Contractor use automated calls for care coordination activities, behavioral health-related calls or prescription verifications.
- 3.4.3 The Contractor shall ensure that if this service is provided by a third party, that either a subcontract or a Business Associate Agreement is in place and is submitted to HCA for review.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

3.5 Conscience Clause

The Contractor shall notify enrollees at least sixty (60) days before the effective date when it adopts a policy to discontinue coverage of a counseling or referral service based on moral or religious objections. (42 C.F.R. § 438.102(b)(1)(ii)(B); 1932(b)(3)(B)(ii); RCW 48.43.065.)

4 ENROLLMENT

4.1 Statewide Coverage

This program is a statewide program. The Contractor is responsible for provision of covered services described in this Contract to enrollees in all service areas. The Contractor's policies and procedures related to Enrollment shall ensure compliance with the requirements described in this section.

4.2 Eligible Client Groups

The Health Care Authority shall determine eligibility for enrollment under this Contract. Children and Youth with the Recipient Aid Categories (RCAs) listed below are eligible to enroll in Apple Health Foster Care (AHFC) managed care. Clients in the following eligibility groups at the time of enrollment are eligible for enrollment under this Contract.

4.2.1 Children in Foster care programs with RACs of 1014, 1015, 1019, and 1020. These include licensed, unlicensed, relative, Suitable other, Extended foster care, Interstate Compact on the Placement of Children (ICPC), Youth in Foster Care enrolled in Higher Education programs, and Special Immigration Juvenile Status in Foster Care.

4.2.2 Adoption Support Programs with RACs of 1016, 1017, 1021 and 1022, including Adoption Support and Interstate Compact on Adoption and Medical Assistance (ICAMA).

4.2.3 Former Foster Children ages 18-26 (foster care alumni) with RAC of 1196.

4.3 Client Notification

HCA shall notify eligible clients of their rights and responsibilities as managed care enrollees at the time of initial eligibility determination, after a break in eligibility greater than six (6) months or at least annually.

4.4 Exemption from Enrollment

A client may request exemption from enrollment for cause at any time. Each request for exemption will be reviewed by HCA pursuant to Chapter 182-538 or 182-505 WAC. When the client is already enrolled with the Contractor and wishes to be exempted, the exemption request will be treated as a termination of enrollment request consistent with the Termination of Enrollment provisions of this Section.

4.4.1 If the Contractor receives an exemption request from an enrollee or potential enrollee, the Contractor shall forward the request to the Medical Assistance Customer Service Center (MACSC) within two (2) business days of receipt of the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

request.

4.5 Enrollment Period

Subject to the Effective Date of Enrollment provisions of this Section, enrollment is continuously open.

Enrollees described in Subsections 4.2.2 and 4.2.3 above shall have the right to disenroll prospectively, from AHFC to fee for service, without cause.

4.6 Enrollment Process

HCA shall enroll all clients eligible for this program with the Contractor unless HCA determines, in its sole judgment, that it is in HCA's best interest to withhold or limit enrollment with the Contractor.

4.6.1 Enrollees may disenroll from AHFC without cause, at any time. The effective date of the disenrollment shall be consistent with HCA's established enrollment timelines.

4.6.2 The client, the client's representative or responsible parent or guardian must notify the Health Care Authority if they want to disenroll from AHFC.

4.7 Effective Date of Enrollment

4.7.1 Except for a newborn whose mother is enrolled in AHFC, HCA shall enroll all Medicaid eligible clients subject to this Contract into AHFC Care effective the first day of the month, if both the date of initial Medicaid eligibility and the managed care enrollment take place in the same month.

4.7.2 The Contractor is responsible for payment, medical necessity determinations and service authorizations for all services provided on and after the effective date of enrollment except as provided under subsections 4.10.7 and 16.5 of this Contract.

4.7.3 No retroactive coverage is provided under this Contract, except as described in this section or by mutual, written agreement by the parties.

4.8 Newborns Effective Date of Enrollment

Newborns whose mothers are enrollees on the date of birth shall be deemed enrollees and enrolled in the AHFC as follows:

4.8.1 Retrospectively for the month(s) in which the first twenty-one (21) days of life occur beginning the first (1st) of the month after the newborn is reported to the HCA.

4.8.2 If the newborn does not receive a separate client identifier from the Health Care Authority the newborn enrollment will be only available through the end of the month in which the first twenty-one (21) days of life occur.

4.8.3 If the mother is disenrolled before the newborn receives a separate client identifier, the newborn's coverage shall end when the mother's coverage ends except as provided in Enrollee in Facility at Termination of Enrollment.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 4.8.4 Newborns whose mothers are AHFC enrollees with whom the newborn remains after birth shall be automatically enrolled in the Contractor's Apple Health Managed Care program if it is available in the service area beginning from the newborn's date of birth, or the mother's date of enrollment, whichever is sooner. The Contractor shall coordinate with HCA's Foster Care Management Team (FCMT) to ensure eligibility and enrollment occur in a timely manner.
- 4.8.5 Children whose mother is enrolled in the AHFC but who are removed from the mother at birth and placed in foster care shall be enrolled in AHFC. The Contractor shall coordinate with the FCMT to ensure eligibility and enrollment occur in a timely manner.
 - 4.8.5.1 Newborns placed in foster care prior to discharge from their initial birth hospitalization shall be enrolled in AHFC the first of the month of birth.
- 4.8.6 Newborns whose mother is enrolled in another MCO or who is receiving services fee-for-service when the baby is born, but the newborn is placed in foster care during the month of birth will be enrolled in AHFC effective the month of birth.

4.9 Enrollment Data and Requirements for Contractor's Response

The Health Care Authority will provide the Contractor with data files with the information needed to perform the services described in this Contract.

- 4.9.1 Data files will be sent to the Contractor at intervals specified within the Health Care Authority 834 Benefit Enrollment and Maintenance Companion Guide, published by the Health Care Authority and incorporated by reference into this Contract.
- 4.9.2 The data file will be in the Health Insurance Portability and Accountability Act (HIPAA) compliant 834, Benefit Enrollment and Maintenance format (45 C.F.R. § 162.1503)
- 4.9.3 The data file will be transferred per specifications defined within the Health Care Authority Companion Guides.
- 4.9.4 The Contractor shall have ten (10) calendar days from the receipt of the data files to notify the Health Care Authority in writing of the refusal of an application for enrollment or any discrepancy regarding the Health Care Authority's proposed enrollment effective date. Written notice shall include the reason for refusal and must be agreed to by the Health Care Authority. The effective date of enrollment specified by the Health Care Authority shall be considered accepted by the Contractor and shall be binding if the notice is not timely or the Health Care Authority does not agree with the reasons stated in the notice. Subject to the Health Care Authority approval, the Contractor may refuse to accept an enrollee for the following reasons:
 - 4.9.4.1 The Health Care Authority has enrolled the enrollee with the Contractor in a service area the Contractor is not contracted.
 - 4.9.4.2 The enrollee is not eligible for enrollment under the terms of this Contract.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

4.10 Termination of Enrollment

4.10.1 Voluntary Termination of Enrollment

4.10.1.1 Enrollees may request termination of enrollment for cause by submitting a written request to terminate enrollment to the HCA or by calling the HCA toll-free customer service number (42 C.F.R. § 438.56(d)(1)(i)). If the Contractor receives a termination request from an enrollee, the Contractor shall direct the enrollee to contact HCA.

4.10.1.2 For the purposes of this section, the following are cause for disenrollment:

4.10.1.2.1 The enrollee moves out of Washington State;

4.10.1.2.2 The Contractor does not, because of moral or religious objections, deliver the service the enrollee seeks;

4.10.1.2.3 The enrollee needs related services (for example birth and a tubal ligation) to be performed at the same time; not all related services are available within the network; and the enrollee's primary care provider or another provider determines that receiving the services separately would subject the enrollee to unnecessary risk;

4.10.1.2.4 Other reasons, including but not limited to: Poor quality of care, lack of access to services covered under this Contract, or lack of access to providers experienced in dealing with the enrollee's health care needs.

4.10.1.3 Enrollees denied disenrollment for cause or a plan change may request an appeal of the decision through a state hearing.

4.10.1.4 Except as provided in Chapter 182-538 or 182-505 WAC, the enrollment for enrollees whose enrollment is terminated will be prospectively ended. The Contractor may not request voluntary termination of enrollment on behalf of an enrollee.

4.10.2 Involuntary Termination of Enrollment Initiated by the Health Care Authority for Ineligibility.

4.10.2.1 The enrollment of any enrollee under this Contract shall be terminated if the enrollee becomes ineligible for enrollment due to a change in eligibility status.

4.10.3 When an enrollee's enrollment is terminated for ineligibility, the termination shall be effective:

4.10.3.1 The first (1st) day of the month following the month in which the enrollment termination is processed by the Health Care Authority if it is processed on or before the Health Care Authority cut-off date for enrollment or the Contractor is informed by the Health Care Authority of the enrollment termination prior to the first (1st) day of the month

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

following the month in which it is processed by the Health Care Authority.

- 4.10.3.2 Effective the first (1st) day of the second month following the month in which the enrollment termination is processed if it is processed after the Health Care Authority cut-off date for enrollment and the Contractor is not informed by the Health Care Authority of the enrollment termination prior to the first (1st) day of the month following the month in which it is processed by the Health Care Authority.
- 4.10.4 Involuntary Enrollment Termination Initiated by the Health Care Authority for Comparable Coverage or Duplicate Coverage:
 - 4.10.4.1 The Contractor shall submit to HCA a monthly report of enrollees with any other health care insurance coverage with any carrier, including the Contractor. The Contractor is not responsible for the determination of comparable coverage as defined in this Subsection.
 - 4.10.4.2 The Health Care Authority will involuntarily terminate the enrollment of any enrollee with duplicate coverage or comparable coverage as follows:
 - 4.10.4.2.1 When the enrollee has duplicate coverage that has been verified by HCA, HCA shall terminate enrollment retroactively to the beginning of the month of duplicate coverage and recoup premiums as described in the Recoupments provisions of the Payment and Sanctions Section of this Contract.
 - 4.10.4.2.2 When the enrollee has comparable coverage which has been verified by HCA, HCA shall terminate enrollment prospectively.
- 4.10.5 Involuntary Termination Initiated by the Contractor
 - 4.10.5.1 To request involuntary termination of enrollment of an enrollee, the Contractor shall send written notice to HCA at hcamcprograms@hca.wa.gov.
 - 4.10.5.1.1 HCA shall review each involuntary termination request on a case-by-case basis. The Contractor shall be notified in writing of an approval or disapproval of the involuntary termination request within thirty (30) working days of HCA's receipt of such notice and the documentation required to substantiate the request. HCA shall approve the request for involuntary termination of the enrollee when the Contractor has substantiated in writing any of the following (42 C.F.R. § 438.56(b)(1)):
 - 4.10.5.1.1.1 The enrollee purposely puts the safety or property of the Contractor, or the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- Contractor's staff, providers, patients, or visitors at risk; or
 - 4.10.5.1.1.2 The enrollee engages in intentional misconduct, including refusing to provide information to the Contractor about third party insurance coverage; and
 - 4.10.5.1.1.3 The enrollee received written notice from the Contractor of its intent to request the enrollee's termination of enrollment, unless the requirement for notification has been waived by HCA because the enrollee's conduct presents the threat of imminent harm to others. The Contractor's notice to the enrollee shall include the enrollee's right to use the Contractor's grievance process to review the request to end the enrollee's enrollment.
 - 4.10.5.2 The Contractor shall continue to provide services to the enrollee until HCA has notified the Contractor in writing that enrollment is terminated.
 - 4.10.5.3 HCA will not terminate enrollment and the Contractor may not request disenrollment of an enrollee solely due to a request based on an adverse change in the enrollee's health status, the cost of meeting the enrollee's health care needs, because of the enrollee's utilization of medical services, uncooperative or disruptive behavior resulting from their special needs or mental health condition (WAC 182-538-130 and 42 C.F.R. § 438.56(b)(2)).
 - 4.10.5.4 The Contractor shall have in place, and provide upon HCA's request, written methods by which it assures it does not request disenrollment for reasons other than those permitted under this Contract (42.C.F.R. § 438.56(b)(3)).
- 4.10.6 An enrollee whose enrollment is terminated for any reason, other than incarceration, at any time during the month is entitled to receive contracted services, at the Contractor's expense, through the end of that month.
- 4.10.7 In no event will an enrollee be entitled to receive services and benefits under this Contract after the last day of the month, in which his or her enrollment is terminated, except:
 - 4.10.7.1 When the enrollee is hospitalized or in another inpatient facility covered by this Contract at termination of enrollment and continued payment is required in accord with the provisions of this Contract.
 - 4.10.7.2 For the provision of information and assistance to transition the enrollee's care with another provider.
 - 4.10.7.3 As necessary to satisfy the results of an appeal or hearing.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 4.10.8 Regardless of the procedures followed or the reason for termination, if a disenrollment request is granted, or the enrollee's enrollment is terminated by HCA for one of the reasons described in Subsection 4.10.5 of this Contract, the effective date of the disenrollment will be no later than the first day of the second month following the month the request was made. If HCA fails to make a disenrollment determination within this timeframe, the disenrollment is considered approved.

5 PAYMENT AND SANCTIONS

5.1 Rates/Premiums

- 5.1.1 Subject to the Sanctions provisions of this Section, HCA shall pay a monthly premium for each enrollee in full consideration of the work to be performed by the Contractor under this Contract. HCA shall pay the Contractor, on or before the fifteenth (15th) calendar day of the month based on the HCA list of enrollees whose enrollment is ongoing or effective on the first day of said calendar month. Such payment will be denied for new enrollees when, and for so long as, payment for those enrollees is denied by the Centers for Medicare and Medicaid Services (CMS) under 42 C.F.R. § 438.726(b) or 42 C.F.R. § 438.730(e).
- 5.1.2 The Contractor shall reconcile the electronic benefit enrollment file with the premium payment information and submit differences it finds to HCA for resolution within sixty (60) calendar days of receipt of the file.

5.2 Monthly Premium Payment Calculation

The monthly premium payment for each enrollee will be calculated as follows:

**Premium Payment = Statewide Base Rate X Age/Sex Adjustment Factor X
Withhold Factor**

Additional premium payments are made for Delivery Case Payment Rates as described in Subsection 5.6 of this Contract.

- 5.2.1 The Statewide Base Rate is established by HCA.
- 5.2.2 The Age/Sex Adjustment factors are established by HCA and will be the same for all contractors.
- 5.2.3 The Withhold Factor is intended to hold back one percent (1%) of the capitation payments. The Withhold Factor is calculated by multiplying 0.99 times the base rate. The amount withheld from the monthly premium payment will be released upon successful reconciliation of the Contractor's encounter data per subsection 5.8.6 of this Contract.
- 5.2.4 HCA shall automatically generate newborn premiums upon enrollment of the newborn. For newborns whose premiums HCA does not automatically generate, the Contractor shall submit a premium payment request to HCA within 365 calendar days of the date of birth. HCA shall pay within sixty (60) days of receipt

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

of the premium payment request. HCA shall pay premiums through the end of the month in which the twenty-first (21st) day of life occurs.

- 5.2.5 HCA shall make a full monthly payment to the Contractor for the month in which an enrollee's enrollment is terminated except as otherwise provided in this Contract.
- 5.2.6 The Contractor shall be responsible for contracted services provided to the enrollee in any month for which HCA paid the Contractor for the enrollee's care under the terms of this Contract.

5.3 Annual Fee on Health Insurance Providers

- 5.3.1 The Contractor is subject to a fee (the "Annual Fee") imposed by the federal government under Section 9010 of the Patient Protection and Affordable Care Act, Pub. L. 111-148 (124 Stat. 119 (2010)), as amended by Section 10905 of PPACA, and as further amended by Section 1406 of the Health Care and Education Reconciliation Act of 2010, Pub. L. 111-152 (124 Stat. 1029 (2010)) (collectively, "PPACA"), unless specifically exempt under federal law.
- 5.3.2 If the Contractor is responsible for payment of a percentage of the Annual Fee for all health insurance providers, the Contractor's obligation is determined by the ratio of the Contractor's net written premiums for the preceding year compared to the total net written premiums of all covered entities subject to the Annual Fee for the same year.
- 5.3.3 The amount of the Annual Fee attributable to the Contractor and attributable specifically to the Contractor's premiums under this Contract ("Contractor's Allocated Fee") could affect the actuarial soundness of the premiums received by the Contractor from HCA for the contract year during which the Annual Fee is assessed.
- 5.3.4 A dollar amount reflecting the Contractor's Allocated Fee, which shall also include an adjustment for the impact of non-deductibility of the Annual Fee for Federal and state tax purposes, including income and excise taxes ("Contractor's Adjusted Fee"), shall be payable to the Contractor under this Contract, unless the Contractor is exempt from the Annual Fee under federal law.
- 5.3.5 HCA shall consult with the Contractor and determine an estimated amount of the Contractor's Adjusted Fee based on the pro rata share of the preliminary notice of the fee amount, as transmitted by the United States Internal Revenue Service to the Contractor, attributable to the Contractor's net written premiums under this Contract.
- 5.3.6 Capitation payments for the period to which the tax applies will be retroactively adjusted to account for this fee. The net aggregate change in capitation payments for the period based on the retroactive rate change will be paid to the Contractor.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 5.3.7 HCA shall make a good-faith effort to make the estimated payment to the Contractor thirty (30) calendar days before the deadline for payment by the Contractor.
- 5.3.8 The adjustment shall be reconciled, no later than ninety (90) calendar days following the receipt of the final notice of the fee from the United States Internal Revenue Service, through a retroactive adjustment to the capitation rates for the applicable period and an additional payment to the Contractor, or a refund from the Contractor, as applicable, once the complete data is available to calculate the Contractor's Adjusted Fee.
- 5.3.9 The Contractor agrees to not pursue any legal action whatsoever against HCA or its officers, employees, or agents with respect to the amount of the Contractor's Allocated Fee or Contractor's Adjusted Fee.

5.4 Gain Share Program

- 5.4.1 HCA will perform gain share calculations for AHFC.
- 5.4.2 The following methods will be used to calculate the Gain Share components:
 - 5.4.2.1 Total Revenue is the sum of all Pre-Tax Capitation Rates, and Delivery Case Rate Payments. Total Revenue also assumes full recovery by the Contractor of encounter data related withheld funds, regardless of whether those funds were actually recovered. Pre-tax capitation rates means that the Health Insurer Fee related revenue will be excluded from this computation.
 - 5.4.2.2 Revenue for Health Care Expenses is equal to Total Revenue less an assumed administrative load. $[(\text{Revenue}) \times (1 - \text{administrative load})]$ Actual administrative expenses will not be included in the computation.

Assumed administrative load is as follows:

AHFC	11.0%
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 - 5.4.2.3 Net Health Care Expenses will be based on the actual service expenses less any reimbursements from third party reimbursements (such as pharmacy rebates, net reinsurance costs or third party liability offsets) plus direct Medical Management costs as defined by NAIC and GAAP guidelines not to exceed two percent (2%) of Revenue and excluding any overhead allocations. The Contractor will be requested to report its health care expenses for the year with any adjustments and run out claims through June 30th. That updated report will be due to HCA by July 15th.
 - 5.4.2.4 Contractor's Gain/Loss will be calculated using the following formula:
Revenue for Health Care Expenses - Net Health Care Expenses
(based on the actual incurred expenses for health care) = **Net Gain/Loss** (for the health care services provided).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

5.4.2.5 The net gain/loss divided by the Total Revenue will provide a percentage of the gain/loss which will be compared to the gain sharing thresholds established by HCA.

5.4.3 Under the Gain Share Program, HCA will share in a significant excess of the Total Revenue for Health Care Expenses over the Net Health Care Expenses experienced by the Contractor as defined in subsection 5.4.4 of this Contract. Six (6) months following the end of the calendar year, using the financial reports provided by the Contractor, a simple profit and loss statement will be developed for the health services portion for each of the four populations.

5.4.4 If the Contractor experiences gain exceeding three percent (3%), HCA will share equally in the gain between three percent (3%) and five percent (5%). HCA will recover all gains exceeding five percent (5%). The Contractor will only be required to reimburse HCA if it experiences an actual gain above the three-percent (3%) corridor.

5.5 Recoupments

Unless mutually agreed by the parties in writing, HCA shall only recoup premium payments and retroactively terminate enrollment for an individual enrollee:

5.5.1 With duplicate coverage.

5.5.2 Who is deceased prior to the month of enrollment. Premium payments shall be recouped effective the first day of the month following the enrollee's date of death.

5.5.3 Who retroactively has their enrollment terminated consistent with this Contract.

5.5.4 Who has been found ineligible for enrollment with the Contractor, provided HCA has notified the Contractor before the first day of the month for which the premium was paid.

5.5.5 Who is an inmate at a correctional facility in any full month of enrollment.

5.5.6 When an audit determines that payment or enrollment was made in error.

5.5.7 The Contractor may recoup payments made to providers for services provided to enrollees during the period for which the HCA recoups premiums for those enrollees. If the Contractor recoups said payments, providers may submit appropriate claims for payment to the Health Care Authority through its fee-for-service program, if the enrollee was eligible for services.

5.5.8 Retroactive recoupments are determined on an individual enrollee basis, and not on a family basis. Recouping premiums for one family member does not necessarily mean there will be recoupments taken for other family members.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

5.6 Delivery Case Rate Payment

A one-time payment shall be made to the Contractor for labor and delivery expenses for AHFC enrollees enrolled with the Contractor during the month of delivery. The Delivery Case Rate shall only be paid to the Contractor if the Contractor has incurred and paid direct costs for labor and delivery based on encounter data received and accepted by HCA. Delivery includes both live and stillbirths, but does not include miscarriage, induced abortion, or other fetal demise not requiring labor and delivery to terminate the pregnancy.

5.7 Overpayments or Underpayments of Premium

At its sole discretion, if HCA determines as a result of data errors or inadequacies, policy changes beyond the control of the Contractor, or other causes there are material errors or omissions in the development of the rates, HCA may make prospective and/or retrospective modifications to the rates, as necessary and approved by Centers for Medicare and Medicaid Services (CMS). If HCA determines that it will adjust the rates paid to the Contractor, HCA will provide the Contractor with all underlying data related to the change. The Contractor will have thirty (30) calendar days to review and comment on the underlying data provided by HCA prior to HCA's implementation of the rate change. At the explicit written approval of HCA and CMS, the Contractor can elect to make a lump sum or similar arrangement for payment in lieu of modifications to the rate.

5.8 Encounter Data

5.8.1 For purposes of this Subsection:

5.8.1.1 "Encounter" means a single health care service or a period of examination or treatment.

5.8.1.2 "Encounter data" means records of health care services submitted as electronic data files created by the Contractor's system in the standard 837 format and the National Council for Prescription Drug Programs (NCPDP) Batch format.

5.8.1.3 "Encounter record" means the number of service lines or products submitted as line items in the standard 837 format or the National Council for Prescription Drug Programs (NCPDP) Batch format.

5.8.1.4 "Duplicate Encounter" means multiple encounters where all fields are alike except for the ProviderOne Transaction Control Numbers (TCNs) and the Contractors Claim Submitter's Identifier or Transaction Reference Number.

5.8.2 The Contractor shall comply with the all of the following:

5.8.2.1 Designate a person dedicated to work collaboratively with HCA on quality control and review of encounter data submitted to HCA.

5.8.2.2 Submit to HCA complete, accurate, and timely data for all services for which the Contractor has incurred any financial liability, whether directly or through subcontracts or other arrangements in compliance with current encounter submission guidelines as published by HCA and that adhere to the following data quality standards:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 5.8.2.2.1 Encounter data must be submitted to HCA at a minimum monthly, and no later than thirty (30) calendar days from the end of the month in which the Contractor paid the financial liability;
 - 5.8.2.2.2 Submitted encounters and encounter records must pass all HCA ProviderOne system edits with a disposition of accept and listed in the Encounter Data Reporting Guide or sent out in communications from HCA to the Contractor; and
 - 5.8.2.2.3 Submitted encounters or encounter records must not be a duplicate of a previously submitted and accepted encounter or encounter record unless submitted as an adjustment or void per HIPAA Transaction Standards.
- 5.8.2.3 These data quality standards are listed within this Contract and incorporated by reference into this Contract. The Contractor shall make changes or corrections to encounter data and/or any systems, processes or data transmission formats as needed to comply with HCA's data quality standards as defined and subsequently amended.
- 5.8.3 The Contractor must report the paid date and amount paid for each encounter. The "amount paid" data is considered the Contractor's proprietary information and is protected from public disclosure under RCW 42.56.270(11). Amount paid shall not be utilized in the consideration of a Contractor's assignment percentage or in the evaluation of a Contractor's performance.
- 5.8.4 HCA shall perform encounter data quality reviews to ensure receipt of complete and accurate encounter data for program administration and rate setting.
- 5.8.5 The Contractor must certify the accuracy and completeness of all encounter data concurrently with each file upload (42 C.F.R. § 438.606). The certification must affirm that:
 - 5.8.5.1 The Contractor has reported to HCA for the month of (indicate month and year) all paid claims for all claim types;
 - 5.8.5.2 The Contractor has reviewed the claims data for the month of submission; and
 - 5.8.5.3 The Contractor's Chief Executive Officer, Chief Financial Officer, or an individual who has delegated authority to sign for, and who reports directly to, the Contractor's Chief Executive Officer or Chief Financial Officer attest that based on best knowledge, information, and belief as of the date indicated, all information submitted to HCA in the submission is accurate, complete, truthful, and they hereby certify that no material fact has been omitted from the certification and submission.
- 5.8.6 The Contractor shall submit Encounter Data/Financial Summary Reconciliation (Form C), attached to this Contract as Attachment 1, to accompany every

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

certified encounter submission. "Form C" must provide a high level summary by category, including total claims, total claim lines and total paid amounts for each service category, for all encounters included within a certified submission. Each program (AHAC, SCHIP, AHBD, etc.) the Contractor provides should be listed on a separate "Form C". Each program (AHAC, SCHIP, AHBD, AHFC, etc.) the Contractor provides should be listed on a separate "Form C".

5.8.7 The Contractor must validate the accuracy and completeness of all encounter data compared to the year-to-date general ledger of paid claims.

5.8.7.1 Within sixty (60) days of the end of each calendar quarter, the Contractor shall provide aggregate totals of all encounter data submitted and accepted within required timing in subsection 5.8.2.2.1 of this Subsection during that quarter using the Apple Health Quarterly Encounter/General Ledger Reconciliation (Form D), attached to this Contract as Attachment 2, and shall reconcile the cumulative encounter data submitted and accepted for the quarter and contract year with the general ledger paid claims for the quarter. The Contractor shall provide justification for any discrepancies. HCA will approve or reject the discrepancy justifications and notify the Contractor of the decision one hundred twenty (120) days of the end of each calendar quarter.

5.8.7.2 The Contractor's encounter data submitted and accepted on Form D will be validated against submitted and accepted data captured within HCA's ProviderOne System and must be within one percent (1%) of what HCA captured.

5.8.7.2.1 If the Contractor's encounter data submitted and accepted on Form D is not within one percent (1%) of the submitted and accepted encounter data captured within HCA's ProviderOne System, HCA will provide the Contractor a list of ProviderOne TCNs and associated Contractor's Transaction Reference Numbers. The Contractor must explain the difference in the encounter data provided by HCA with the encounter data submitted and accepted on Form D for that quarter. HCA will approve or reject the Contractor's explanation. If approved, the reconciliation process will use the submitted and accepted encounter data on the Contractor's Form D. If rejected, the reconciliation process will use the submitted and accepted encounter data captured within HCA's ProviderOne System.

5.9 Retroactive Premium Payments for Enrollee Categorical Changes

Enrollees may have retroactive changes in their eligibility category. Such changes will only affect premium payments prospectively.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

5.10 Renegotiation of or Changes in Rates

The rates set forth herein shall be subject to renegotiation during the Contract period only if HCA, in its sole judgment, determines that it is necessary due to a change in federal or state law or other material changes, beyond the Contractor's control, which would justify such a renegotiation. If HCA, in its sole judgment, determines there is a change in benefits during the term of the Contract that will have a material impact on Contractor costs, HCA may change rates to allow for the benefit change.

5.11 Reinsurance/Risk Protection

The Contractor may obtain reinsurance for coverage of enrollees provided that the Contractor remains ultimately liable to HCA for the services rendered.

5.12 Provider Payment Reform

HCA intends to reform provider payment. The Contractor shall collaborate and cooperate with HCA on provider payment reform. The Contractor will provide in a timely manner any information necessary to support HCA's analyses of provider payment.

5.13 Experience Data Reporting

The Contractor shall annually provide information regarding its cost experience related to the provision of the services required under this Contract. The experience information shall be provided directly to an actuary designated by HCA. The designated actuary will determine the timing, content, format and medium for such information. HCA requires this information in order to be able to set actuarially sound managed care rates.

5.14 Payments to Hospitals

5.14.1 The Contractor will pay all hospitals at least the Inpatient and Outpatient rates published by HCA for its fee-for-service program.

5.15 Payment for Services by Non-Participating Providers

5.15.1 The Contractor shall limit payment for emergency services furnished by any provider who does not have a contract with the Contractor to the amount that would be paid for the services if they were provided under HCA's, Medicaid Fee-For-Service (FFS) program (Deficit Reduction Act of 2005, Public Law No. 109-171, Section 6085).

5.15.2 Except as provided herein for emergency services, the Contractor shall coordinate with and pay a non-participating provider that provides a service to enrollees under this Contract no more than the lowest amount paid for that service under the Contractor's contracts with similar providers in the state. For the purposes of this Subsection, "contracts with similar providers in the state" means the Contractor's contracts with similar providers to provide services under the managed care program when the payment is for services received by a managed care enrollee.

5.15.3 The Contractor shall track and record all payments to participating providers and non-participating providers in a manner that allows for the reporting to HCA the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

number, amount, and percentage of claims paid to participating providers and non-participating providers separately. The Contractor shall also track, document and report to HCA any known attempt by non-participating providers to balance bill enrollees.

- 5.15.4 The Contractor shall provide annual reports to HCA for the preceding state fiscal year July 1st through June 30th. The reports shall indicate the proportion of services provided by the Contractor's participating providers and non-participating providers, by county, and including hospital-based physician services in a format provided by HCA. Contractor shall submit the report to HCA no later than August 15th of each year, or as required by HCA.

5.16 Data Certification Requirements

Any information and/or data required by this Contract and submitted to HCA shall be certified by the Contractor as follows (42 C.F.R. § 438.242(b)(2) and 438.600 through 438.606):

- 5.16.1 Source of certification: The information and/or data shall be certified by one of the following:
- 5.16.1.1 The Contractor's Chief Executive Officer.
 - 5.16.1.2 The Contractor's Chief Financial Officer.
 - 5.16.1.3 An individual who has delegated authority to sign for, and who reports directly to, the Contractor's Chief Executive Officer or Chief Financial Officer.
- 5.16.2 Content of certification: The Contractor's certification shall attest, based on best knowledge, information, and belief, to the accuracy, completeness and truthfulness of the information and/or data.
- 5.16.3 Timing of certification: The Contractor shall submit the certification concurrently with the certified information and/or data.
- 5.16.4 HCA will identify the specific data that requires certification.

5.17 Sanctions

- 5.17.1 If the Contractor fails to meet one or more of its obligations under the terms of this Contract or other applicable law, HCA may impose sanctions by withholding from the Contractor up to five percent of its scheduled payments or may suspend or terminate assignments and re-enrollments (defined as connecting an enrollee who lost eligibility with the Contractor which he or she was enrolled in when he or she lost enrollment).
- 5.17.2 HCA shall notify the Contractor of any default in writing, and shall allow a cure period of up to thirty (30) calendar days, depending on the nature of the default. If the Contractor does not cure the default within the prescribed period, HCA may

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

withhold payment, assignments, or re-enrollments from the end of the cure period until the default is cured or any resulting dispute is resolved in the Contractor's favor.

- 5.17.2.1 HCA will notify the Contractor in writing of the basis and nature of any sanctions, and if, applicable, provide a reasonable deadline for curing the cause for the sanction before imposing sanctions. The Contractor may request a dispute resolution, as described in the Disputes provisions of the General Terms and Conditions Section of this Contract, if the Contractor disagrees with HCA's position.
- 5.17.2.2 HCA, CMS, or the Office of the Inspector General (OIG) may impose intermediate sanctions in accord with applicable law, including but not limited to 42 C.F.R. § 438.700, 42 C.F.R. § 438.702, 42 C.F.R. § 438.704, 45 C.F.R. § 92.36(i)(1), 42 C.F.R. § 422.208 and 42 C.F.R. § 422.210 against the Contractor for:
 - 5.17.2.2.1 Failing to provide medically necessary services that the Contractor is required to provide, under law or under this Contract, to an enrollee covered under this Contract.
 - 5.17.2.2.2 Imposing on enrollees premiums or charges that are in excess of the premiums or charges permitted under law or under this Contract.
 - 5.17.2.2.3 Acting to discriminate against enrollees on the basis of their health status or need for health care services. This includes termination of enrollment or refusal to reenroll an enrollee, except as permitted under law or under this Contract, or any practice that would reasonably be expected to discourage enrollment by enrollees whose medical condition or history indicates probable need for substantial future medical services.
 - 5.17.2.2.4 Misrepresenting or falsifying information that it furnishes to CMS, HCA, an enrollee, potential enrollee, or any of its subcontractors.
 - 5.17.2.2.5 Failing to comply with the requirements for physician incentive plans.
 - 5.17.2.2.6 Distributing directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by HCA or that contain false or materially misleading information.
 - 5.17.2.2.7 Violating any of the other requirements of Sections 1903(m) or 1932 of the Social Security Act, and any implementing regulations.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 5.17.2.3 HCA may base its determinations regarding Contractor conduct on findings from onsite surveys, enrollee or other complaints, financial status, or any other source.
- 5.17.2.4 Except for matters and penalties covered under Chapters 74.09 and 74.66 RCW, intermediate sanctions may include:
 - 5.17.2.4.1 Civil monetary sanctions in the following amounts:
 - 5.17.2.4.1.1 A maximum of \$25,000 for each determination of failure to provide services; misrepresentation or false statements to enrollees, potential enrollees or healthcare providers; failure to comply with physician incentive plan requirements; or marketing violations.
 - 5.17.2.4.1.2 A maximum of \$100,000 for each determination of discrimination; or misrepresentation or false statements to CMS or HCA.
 - 5.17.2.4.1.3 A maximum of \$15,000 for each potential enrollee HCA determines was not enrolled because of a discriminatory practice subject to the \$100,000 overall limit.
 - 5.17.2.4.1.4 A maximum of \$25,000 or double the amount of the charges, whichever is greater, for charges to enrollees that are not allowed under managed care. HCA will deduct from the penalty the amount charged and return it to the enrollee.
 - 5.17.2.4.2 Appointment of temporary management for the Contractor as provided in 42 C.F.R. § 438.706. HCA will only impose temporary management if it finds that the Contractor has repeatedly failed to meet substantive requirements in Sections 1903(m) or 1932 of the Social Security Act. Temporary management will be imposed in accord with RCW 48.44.033 or other applicable law.
 - 5.17.2.4.3 Suspension of all new enrollments, including default enrollment, after the effective date of the sanction. HCA shall notify current enrollees of the sanctions and that they may terminate enrollment at any time.
 - 5.17.2.4.4 Suspension of payment for enrollees enrolled after the effective date of the sanction and until CMS is satisfied

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

that the reason for imposition of the sanction no longer exists and is not likely to recur.

5.18 Payment to FQHCs/RHCs

5.18.1 HCA will pay to the Contractor a lump sum monthly amount intended to provide funding to supplement the Contractor's payment to each of its contracted Federally Qualified Health Centers (FQHC)/Rural Health Clinics (RHC) to ensure that each FQHC/RHC receives its entire, specific encounter rate for each qualifying encounter. This monthly amount to be paid to the Contractor in a lump sum and subsequently disbursed to each FQHC/RHC as directed by HCA is called an enhancement payment.

5.18.1.1 The lump sum payment to the Contractor for its contracted FQHC/RHC will continue to be based on a prior month's client assignments. The total amount of enhancement payment to be made to each Contractor will be based on the Contractor's correct and timely reporting and submission of client assignment roster files to HCA on a monthly basis. For purposes of this Section, the "client assignment roster file" is the electronic file submitted monthly by the Contractor to HCA that is intended to identify the FQHC/RHC to which a Managed Care client has been assigned by the Contractor. The client assignment roster file is specific to client assignment and the resulting per-client enhancement payment only, and it is a separate and distinct process from encounter claim submission. It is this per-client enhancement payment, or capitation payment, that is aggregated by FQHC/RHC and paid to the Contractor for disbursement to the individual FQHC/RHC. The amount due to each FQHC/RHC will be provided to the Contractor by HCA.

5.18.1.1.1 The Contractor shall submit its client assignment roster files to HCA no later than the 15th of the month for the current month of enrollment. HCA will pay to the Contractor a lump sum enhancement payment in the following month. Without exception, any client assignment roster file data received after the 15th of the month will be included in the next payment cycle for HCA's payment to the Contractor.

5.18.1.1.2 Incorrectly submitted client assignment roster files and/or data records within the client assignment roster files will not be included in any payment to the Contractor and must be corrected and re-submitted by the Contractor to HCA before payment is made. Corrected client assignment roster files received after the 15th of the current month will be included in the following month's cycle for payment purposes. Retroactive enrollment and disenrollment shall follow the same timeline and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

procedure and will be processed no differently than client assignment roster files for the current month.

- 5.18.1.1.3 Using correctly submitted client assignment roster files, HCA will base the total enhancement payment due to the Contractor on the number of successfully loaded client records multiplied by the specific enhancement rate of each contracted FQHC/RHC. Thus, payment due to each Contractor will be the aggregated amount of all capitation payments for each contracted FQHC/RHC.
- 5.18.1.2 HCA will provide the Contractor with the monthly enhancement payment funds separately from the monthly premium payments.
 - 5.18.1.2.1 These supplemental payments will include the load for the two percent (2%) premium tax. The premium tax is retained by the Contractor and is not paid to the FQHC/RHC.
 - 5.18.1.2.2 The enhancement payments will be calculated separately and apart from the risk-based capitation payments made to the Contractor by HCA and at no time will the Contractor be at risk for or have any claim to the enhancement payments.
- 5.18.2 The FQHC/RHC is entitled to its specific, full encounter rate for each qualifying encounter as outlined in the Medicaid State Plan and in accordance with Section 1902(bb) of the Social Security Act (42 USC § 1396a(bb)). The full encounter rate shall be at least equal to the Prospective Payment System (PPS) rate specific to each FQHC/RHC and applies to FQHC/RHC reimbursed under the Alternative Payment Methodology (APM) rate methodology and to FQHC/RHC reimbursed under the PPS rate methodology. The encounter rates and enhancement rates for each contracted FQHC/RHC will be provided by HCA to the Contractor on a quarterly basis or sooner if any changes or corrections are needed. The rate files will be published to this location (<http://www.hca.wa.gov/medicaid/rbrvs/Pages/fqhc.aspx>), according to the following schedule: October 1, January 1, April 1, and July 1,. Any changes that occur during the quarter will be included in the next file and will specify the effective date of the change.
- 5.18.3 To ensure that each FQHC/RHC receives its entire encounter rate for each qualifying encounter, the Contractor shall pay each contracted Federally Qualified Health Center (FQHC)/Rural Health Clinic (RHC) in one (1) of the two (2) ways described here:
 - 5.18.3.1 The Contractor shall pay the specific monthly enhancement payment amount provided by HCA to the FQHC/RHC in addition to payment of claims for services made at standard rates paid to the FQHC/RHC by the Contractor.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

The Contractor shall ensure the entire amount of the enhancement payment is passed to each FQHC/RHC as prescribed by HCA within thirty (30) calendar days of the Contractor's receipt of the enhancement payment from HCA; or

- 5.18.3.2 The Contractor shall pay a monthly capitation rate for services and pay the specific monthly enhancement payment amount provided by HCA to the FQHC/RHC.

The Contractor shall ensure the entire amount of the enhancement payment is passed to each FQHC/RHC as prescribed by HCA within thirty (30) calendar days of the Contractor's receipt of the enhancement payment from HCA

- 5.18.4 HCA will perform reconciliations on at least an annual basis to ensure that each FQHC/RHC has received its full encounter rate for each qualifying encounter. For purposes of reconciliation, a qualifying encounter will be based on the Medicaid fee-for-service guidelines for FQHC/RHC in effect at the time of the date of service. These guidelines are published by HCA.

- 5.18.4.1 HCA will work directly with the FQHC/RHC on quantifying global maternity encounters. The Contractor shall maintain its own guidelines on the billing of these services by the FQHC/RHC.

- 5.18.5 HCA will base reconciliation findings on the Contractor's timely submission of encounter data, as specified in Section 5.8 of this Contract, for all contracted FQHCs/RHCs. Actual payment amounts will be used for each FQHC/RHC reconciliation, except for the FQHCs/RHCs that receive payment from the Contractor under a capitated model. Reconciliation for the FQHCs/RHCs that are capitated will utilize a fee-for-service equivalency methodology.

- 5.18.6 Upon completion of reconciliation, HCA shall notify the Contractor of underpayments and/or overpayments for each contracted FQHC/RHC.

- 5.18.6.1 For any underpayment, in which the FQHC/RHC did not receive its full encounter rate for qualifying encounters, HCA shall pay the Contractor the designated amount due to each FQHC/RHC within fifteen (15) days following HCA's notification to the Contractor of reconciliation results. The Contractor shall make these payments to the FQHC/RHC as designated by HCA within the next thirty (30) days.

- 5.18.6.2 For any overpayments, in which the FQHC/RHC received more than its full encounter rate for qualifying encounters, HCA will deduct the appropriate amount for the affected FQHC/RHC by adjusting future enhancement payments to the Contractor.

- 5.18.7 The Contractor shall ensure it has sufficiently trained staff to handle calls and/or inquiries from providers regarding the reimbursement process and client assignment.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

5.19 Nonpayment for Provider Preventable Conditions

The Contractor shall comply with WAC 182-502-0022, on Provider Preventable Conditions (PPCs) – Payment Policy. The Contractor shall deny or recover payments to healthcare professionals and inpatient hospitals for care related to the treatment of the consequences of Healthcare Acquired Conditions (HCAC) and Other Provider Preventable Conditions (OPPC), also known as Serious Adverse Events.

- 5.19.1 The Contractor shall require all providers to report PPC associated with claims for payment or enrollee treatments for which payment would otherwise be made. (42 C.F.R. § 434.6(a)(12)(ii)).

5.20 Billing for Services Provided by Residents

The Contractor shall allow teaching physicians to submit claims for primary care services provided by interns and residents under supervision of the teaching physician.

6 ACCESS TO CARE AND PROVIDER NETWORK

6.1 Network Capacity

- 6.1.1 The Contractor shall maintain and monitor an appropriate statewide provider network, supported by written agreements, sufficient to serve enrollees enrolled under this Contract (42 C.F.R. § 438.206(b)(1)).
- 6.1.2 To the extent necessary to comply with the provider network adequacy and distance standards required under this Contract, the Contractor shall offer contracts to providers in bordering states. The Contractor's provider contracts with providers in bordering states must ensure timely access to necessary care, including inpatient and outpatient services and must coordinate with Oregon and Idaho providers to explore opportunities for reciprocal arrangements that allow Washington, Oregon, and Idaho border residents to access care when care is appropriate, available, and cost-effective.
- 6.1.3 The Contractor shall conduct continuous network development activities as described in the Contractor's response to HCA Request for Proposals 15-002, Subsection 6.1 Network and shall submit monthly reports to HCA detailing its progress towards a statewide network.
- 6.1.3.1 If, in HCA's sole judgment, the Contractor's network is not adequate to meet the requirements of sections 6.9 Provider Network – Distance Standards, the Contractor shall submit in writing, within 14 calendar days of the Contractor's receipt of the request for information from HCA, a detailed plan describing how the Contractor shall ensure access to AHFC enrollees that meets the Appointment Standards described in Subsection 6.7 of this Contract.
- 6.1.4 The Contractor shall provide contracted services through non-participating providers, at a cost to the enrollee that is no greater than if the contracted

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

services were provided by participating providers, if its network of participating providers is insufficient to meet the medical needs of enrollees in a manner consistent with this Contract. The Contractor shall adequately and timely cover these services out of network for as long as the Contractor's network is inadequate to provide them (42 C.F.R. § 438.206(b)(4)). This provision shall not be construed to require the Contractor to cover such services without authorization except as required for emergency services.

- 6.1.5 The Contractor shall conduct quarterly quality assurance reviews (outreach phone calls, emails) of individual providers within the Contractor's primary care, pediatric and obstetrical provider network. The Contractor may coordinate with other MCOs to conduct these reviews to avoid duplicate contacts to providers. The Contractor shall:
- 6.1.5.1 Conduct a review of twenty-five percent (25%) of the combined network of primary care, pediatric primary care and obstetrical care providers.
 - 6.1.5.2 Conduct a review of twenty-five percent (25%) of any provider type with access to care issues until such time as access to care is adequate or the HCA determines further review is not needed.
 - 6.1.5.3 Verify contact information, such as address, phone, email, website and fax numbers.
 - 6.1.5.4 Verify open/closed panel status, including whether the provider accepts children in foster care and adoption support, is currently accepting new Apple Health patients and any current or anticipated limitation on the number of Apple Health patients the provider sees.
 - 6.1.5.5 Complete and submit a biannual report that provides a one (1) page narrative summary of the quality assurance review, including next steps as a result of the analysis. HCA will provide a template for the report. The written narrative will include an attached HCA defined file format that documents providers contacted, changes in provider open/closed panel status and changes in contact information as a result of quality assurance reviews. (Due January and July 15 of each contract year).
- 6.1.6 The Contractor shall submit documentation assuring adequate capacity and services, including information regarding its maintenance, monitoring and analysis of the network to include full provider network submissions to determine compliance with the requirements of this Section quarterly and at any time upon HCA request or when there has been a change in the Contractor's network or operations that, in the sole judgment of HCA, would affect adequate capacity and/or the Contractor's ability to provide services (42 C.F.R. § 438.207(b & c)). The quarterly reports shall include a one page narrative describing the contracting activities in border communities and service areas. The quarterly reports are due to HCA on the following dates: July 11, 2016, October 10, 2016,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

January 11, 2017, and April 10, 2017.

- 6.1.7 In addition to the quarterly reports required under this Subsection, the Contractor shall also submit updated provider network information as requested by HCA:
 - 6.1.7.1 At the time it enters into a Contract with HCA and within ten (10) business days of HCA's request.
 - 6.1.7.2 At any time there has been a significant change in the Contractor's operations that would affect adequate capacity and services, including:
 - 6.1.7.2.1 Changes in services, benefits, geographic service area or payments, or;
 - 6.1.7.2.2 Enrollment of a new population in the Contractor.
- 6.1.8 Provider network information will be reviewed by HCA for:
 - 6.1.8.1 Completeness and accuracy;
 - 6.1.8.2 The need for HCA provision of technical assistance;
 - 6.1.8.3 Removal of providers who no longer contract with the Contractor; and
 - 6.1.8.4 The effect that the change(s) in the provider network will have on the network's compliance with the requirements of this section.
- 6.1.9 If the Contractor, in HCA's sole opinion, fails to maintain an adequate network of providers in any contracted service area including all critical provider types: Primary Care Providers, Hospitals, Mental Health, and Pediatric Primary Care Providers and high volume specialties identified by the Contractor, for two consecutive quarters, and after notification following the first quarter, HCA reserves the right to impose sanctions in accordance with Section 5.17, Sanctions.
- 6.1.10 The Contractor shall maintain an online provider directory that meets the following requirements:
 - 6.1.10.1 Maintain a link on the front page of the Contractor's website that immediately links members to the Contractor's online, searchable provider directory.
 - 6.1.10.2 Include a list of all clinics; and primary and specialty providers, including locations and telephone numbers.
 - 6.1.10.3 Include a description of each primary and specialty provider's languages spoken and if appropriate, a brief description of the provider's skills or experiences that would support the cultural or

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

linguistic needs of its members, e.g., “served in Peace Corps, Tanzania, speaks fluent Swahili”.

- 6.1.10.4 Indicates whether each primary and specialty provider, including mental health professionals are accepting new patients.
- 6.1.10.5 Include a list of hospitals and pharmacies.
- 6.1.10.6 Update the provider directory no less than quarterly, upon completion of quarterly quality assurance reviews, or whenever there is a change in the Contractor’s network that would affect adequate capacity in a service area.
- 6.1.10.7 Contractor program staff shall be available to conduct provider searches based on office or facility location, provider discipline, provider capacity, and available languages.

6.2 Service Delivery Network

In the maintenance, monitoring and reporting of its network, the Contractor must consider the following (42 C.F.R. § 438.206(b)):

- 6.2.1 Expected enrollment for each service area in which the Contractor offers services under this Contract.
- 6.2.2 Adequate access to all services covered under this Contract.
- 6.2.3 The expected utilization of services, taking into consideration the characteristics and health care needs of the population represented by the Contractor’s enrollees and potential enrollees.
- 6.2.4 The number and types (in terms of training, experience and specialization) of providers required to furnish the contracted services, including mental health providers by provider type.
- 6.2.5 The number of network providers who are not accepting new enrollees or who have placed a limit, or given the Contractor notice of the intent to limit their acceptance of enrollees.
- 6.2.6 The geographic location of providers and enrollees, considering distance, travel time, the means of transportation ordinarily used by enrollees or potential enrollees, and whether the location provides physical access for the Contractor’s enrollees with disabilities.
- 6.2.7 The cultural, racial/ethnic composition and language needs of enrollees.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

6.3 Timely Access to Care

The Contractor shall have contracts in place with all subcontractors that meet state standards for access, taking into account the urgency of the need for services (42 C.F.R. § 438.206(b) and (c)). The Contractor shall ensure that:

- 6.3.1 Network providers offer access comparable to that offered to commercial enrollees or, if the Contractor serves only Medicaid enrollees, comparable to Medicaid fee-for-service.
- 6.3.2 Mechanisms are established to ensure compliance by providers.
- 6.3.3 Providers are monitored regularly to determine compliance.
- 6.3.4 Corrective action is initiated and documented if there is a failure to comply.

6.4 Hours of Operation for Network Providers

The Contractor must require that network providers offer hours of operation for enrollees that are no less than the hours of operation offered to any other patient (42 C.F.R. § 438.206(c)(1)(iii)).

6.5 24/7 Availability

The Contractor shall have the following services available on a 24-hour-a-day, seven-day-a-week basis by telephone. These services may be provided directly by the Contractor or may be delegated to subcontractors (42 C.F.R. § 438.206(c)(1)(iii)).

- 6.5.1 Medical or mental health advice for enrollees from licensed Health Care Professionals.
- 6.5.2 Triage concerning the emergent, urgent or routine nature of medical and mental health conditions by licensed Health Care Professionals.
- 6.5.3 Authorization of urgent and emergency services, including emergency care for mental health conditions and services provided outside the Contractor's service area.
- 6.5.4 The Contractor shall either cover emergency fills without authorization, or guarantee authorization and payment after the fact for any emergency fill dispensed by a contracted pharmacy.

6.6 Customer Service

The Contractor shall provide adequate staff to provide customer service representation at a minimum from 8:00 a.m. to 5:00 p.m., Pacific Standard Time or Daylight Savings Time (depending on the season), Monday through Friday, year round and shall provide customer service on all dates that are recognized as work days for state employees. HCA may authorize exceptions to this requirement if the Contractor provides HCA with written

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

assurance that its providers will accept enrollment information from HCA. Toll free numbers shall be provided at the expense of the Contractor.

6.6.1 The Contractor shall report by December 1st of each year its scheduled non-business days for the upcoming calendar year.

6.6.2 The Contractor must notify HCA five (5) business days in advance of any non-scheduled closure during scheduled business days, except in the case when advanced notification is not possible due to emergency conditions.

6.6.3 The Contractor and its subcontracted pharmacy benefit manager, provider help desks, authorization lines, and enrollee customer service centers, if any, shall comply with the following customer service performance standards:

6.6.3.1 Telephone abandonment rate – standard is less than 3%.

6.6.3.2 Telephone response time - average speed of answer within 30 seconds.

6.7 Appointment Standards

The Contractor shall comply with appointment standards that are no longer than the following (42 C.F.R. § 438.206(c)(1)(i)):

6.7.1 Transitional healthcare services by a primary care provider shall be available for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program.

6.7.2 Transitional healthcare services by a home care nurse or home care registered counselor within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by the enrollee's primary care provider or as part of the discharge plan.

6.7.3 Non-symptomatic (i.e., preventive care) office visits shall be available from the enrollee's PCP or another provider within thirty (30) calendar days or as described in subsections 6.7.3.1 through 6.7.3.2 below. A non-symptomatic office visit may include, but is not limited to, well/preventive care such as physical examinations, annual gynecological examinations, or child and adult immunizations.

6.7.3.1 IF a child is already enrolled in AHFC, initial Visit with PCP (called an Initial Health Exam or IHE) shall take place within five (5) calendar days of notification of new placement.

6.7.3.2 EPSDT examinations required must be provided within the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

timeframes required by HCA for children in out of home placement, which follows DSHS/Children's Administration policy. If a change in placement results in a change of PCP, additional EPSDT exams may be required

- 6.7.4 Non-urgent, symptomatic (i.e., routine care) office visits shall be available from the enrollee's PCP or another provider within ten (10) calendar days. A non-urgent, symptomatic office visit is associated with the presentation of medical signs not requiring immediate attention.
- 6.7.5 Urgent, symptomatic office visits shall be available from the enrollee's PCP or another provider within twenty-four (24) hours. An urgent, symptomatic visit is associated with the presentation of medical signs that require immediate attention, but are not emergent.
- 6.7.6 Specialty appointments shall be available within thirty (30) calendar days, unless the enrollee's health care needs necessitate an appointment within a shorter timeframe.
- 6.7.7 Emergency medical care shall be available twenty-four (24) hours per day, seven (7) days per week.
- 6.7.8 Second opinion appointments described in subsection 16.2.1 must occur within thirty (30) days of the request, unless the enrollee requests a postponement of the second opinion to a date later than thirty (30) days.
- 6.7.9 Failure to meet appointment standards may, at the HCA's sole discretion, result in withholding of payments, assignments and/or re-enrollments as described in the Sanctions Subsection of this Contract.

6.8 Provider Database

The Contractor shall have, maintain and provide to HCA upon request an up-to-date database of its provider network. In populating its database, the Contractor shall obtain the following information: the identity, location, languages spoken (when this information is supplied by the provider), qualifications, practice restrictions, and availability of all current contracted providers, including specialty providers (42 C.F.R. § 438.242(b)(1)).

6.9 Provider Network - Distance Standards

- 6.9.1 The Contractor's network of providers shall meet the distance standards in this Subsection in every service area. HCA will designate a zip code in a service area as urban or non-urban for purposes of measurement. HCA will provide to the Contractor a list of service areas, zip codes and their designation. The Contractor's ability to receive enrollment and/or assignment is based on the assignment provisions in this Contract. "Rural area" is defined as any area other than an "urban area" as defined in 42 C.F.R § 412.62(f)(1)(ii).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

6.9.2 PCP

6.9.2.1 Urban: 2 within 10 miles.

6.9.2.2 Non-urban: 1 within 25 miles.

6.9.3 Mental Health Professionals

6.9.3.1 Urban/Non-urban: 1 within 25 miles.

6.9.4 Pediatrician or Family Practice Physician Qualified to Provide Pediatric Services

6.9.4.1 Urban: 2 within 10 miles.

6.9.4.2 Non-urban: 1 within 25 miles.

6.9.5 Hospital

6.9.5.1 Urban / Non-urban: 1 within 25 miles.

6.9.6 Pharmacy

6.9.6.1 Urban: 1 within 10 miles.

6.9.6.2 Non-urban: 1 within 25 miles.

6.9.7 HCA may, in its sole discretion, grant exceptions to the distance standards. HCA's approval of an exception shall be in writing. The Contractor shall request an exception in writing and shall provide evidence as HCA may require supporting the request. If the closest provider of the type subject to the standards in this section is beyond the distance standard applicable to the zip code, the distance standard defaults to the distance to that provider. The closest provider may be a provider not participating with the Contractor.

6.10 Distance Standards for High Volume Specialty Care Providers

The Contractor shall establish, analyze and meet measurable distance standards for high volume specialty providers, subject to HCA approval. At a minimum the Contractor shall establish, analyze and meet distance standards for pediatric specialists in the following fields: Allergists, Cardiologists, Dermatologists, Oncologists, Ophthalmologists, Orthopedic Surgeons, General Surgery, Gastroenterologists, Pulmonologists, Neurologists, Endocrinologists, Otolaryngologists, Speech Therapy, Occupational Therapy, Physical Therapy, Mental Health Professionals with prescribing authority and Specialists in Physical Medicine, Rehabilitation.

The Contractor shall analyze performance against standards no later than six months after program implementation and then at minimum, annually, and shall provide a report to HCA detailing the outcomes of this analysis along with the Contractor's analysis of Primary Care Providers described in subsection 6.1.5 of this Contract. Analyses and documentation for the standards shall be available to HCA upon request.

THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM APRIL 2016 THROUGH JULY 2016 (Amendment #1).

6.11 Pediatric Specialty Centers

The Contractor shall have the following Pediatric Specialty Centers in its contracted network or shall ensure access to these hospitals as needed for enrollee continuity of care:

- 6.11.1 University of Washington Hospitals;
- 6.11.2 Harborview Medical Center;
- 6.11.3 Seattle Children's Hospital;
- 6.11.4 Spokane Providence Sacred Health Medical Center and Children's Hospital;
- 6.11.5 Doernbecher/Oregon Health Sciences University (OHSU); and
- 6.11.6 Randall Children's Hospital/Legacy Emanuel

6.12 Contracts with Mental Health Professionals

The Contractor shall contract with mental health providers as described in Exhibit C, Designation of Behavioral Providers to ensure that enrollees have access to the provider that most appropriately meets their mental health needs.

6.13 Standards for the Ratio of Primary Care and Specialty Providers to Enrollees

The Contractor shall establish and meet measurable standards for the ratio of both PCPs and high volume Specialty Care Providers to enrollees. The Contractor shall analyze performance against standards at minimum, annually.

6.14 Access to Specialty Care

- 6.14.1 The Contractor shall provide all medically necessary specialty care for enrollees in a service area. If an enrollee needs specialty care from a type of specialist who is not available within the Contractor's provider network, the Contractor shall arrange for the necessary services with the nearest qualified specialist outside the Contractor's provider network, who is willing to see the enrollee.
- 6.14.2 The Contractor shall maintain, and make readily available to providers, up-to-date information on the Contractor's available network of specialty providers and shall provide any required assistance to providers in obtaining timely referral to specialty care.

6.15 Enrollees Residing in Rural Areas

If an enrollee resides in a rural area in which there is mandatory enrollment, the following requirements apply:

- 6.15.1 The enrollee must have a choice of two Primary Care Providers (42 C.F.R. § 438.52(b)(2)(i));

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 6.15.2 The enrollee may seek care from a non-participating provider when the service or type of provider (in terms of training, experience and specialization) is not available within the Contractor's network (42 C.F.R. § 438.52(b)(2)(ii)(A));
- 6.15.3 The enrollee may seek a service from a non-participating provider when enrollee's primary care provider or other provider determines that the enrollee needs related services that would subject the individual to unnecessary risk if received separately (for example, a cesarean section and a tubal ligation) and not all of the related services are available from a participating provider. (42 C.F.R. § 438.52(b)(2)(ii)(D)); and
- 6.15.4 The enrollee may seek a service from a non-participating provider when the state determines that circumstances warrant out-of-network treatment. (42 C.F.R. § 438.52(b)(2)(ii)(E)).

6.16 Order of Acceptance

- 6.16.1 The Contractor shall provide care to all enrollees who voluntarily choose the Contractor and all enrollees assigned by HCA.
- 6.16.2 Enrollees will be accepted in the order in which they apply.
- 6.16.3 HCA shall enroll all clients eligible for this program with the Contractor unless HCA determines, in its sole judgment, that it is in HCA's best interest to withhold or limit enrollment with the Contractor.
- 6.16.4 The Contractor shall accept clients who are enrolled by HCA in accord with this Contract and Chapter 182-538 WAC.
- 6.16.5 No eligible client shall be refused enrollment or re-enrollment, be terminated from enrollment, or be discriminated against in any way because of health status, the existence of a pre-existing physical or mental condition, including pregnancy and/or hospitalization, or the expectation of the need for frequent or high cost care (42 C.F.R. § 438.6(d)(1 and 3)).

6.17 Provider Network Changes

- 6.17.1 The Contractor shall give HCA a minimum of ninety (90) calendar days' prior written notice, in accord with the Notices provisions of the General Terms and Conditions Section of this Contract, of the loss of a material provider. The Contractor, HCA and DSHS shall coordinate to ensure that CA Social Service Specialists and Social Workers are aware of network changes.
- 6.17.2 The Contractor shall make a good faith effort to provide written notification to enrollees affected by any provider termination within fifteen (15) calendar days after receiving or issuing a provider termination notice (42 C.F.R. § 438.10(f)(5)). Enrollee notices shall have prior approval of HCA. If the Contractor fails to notify affected enrollees of a provider termination at least sixty (60) calendar days prior

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

to the effective date of termination, the Contractor shall allow affected enrollees to continue to receive services from the terminating provider, at the enrollees' option, and administer benefits for the lesser of a period ending the last day of the month in which sixty (60) calendar days elapses from the date the Contractor notifies enrollees or the enrollee's effective date of enrollment with another plan.

6.17.3 HCA reserves the right to reduce the premium to recover any expenses incurred by HCA as a result of the withdrawal of a material subcontractor from a service area. This reimbursable expense shall be in addition to any other provisions of this Contract.

6.17.4 HCA reserves the right to impose Sanctions, in accordance with the Sanctions Subsection of this Contract, if the Contractor was notified by the terminating provider in a timely manner and does not comply with the notification requirements of this section.

6.17.4.1 If the Contractor does not receive timely notification from the terminating provider, the Contractor shall provide documentation of the date of notification along with the notice of loss of a material provider.

6.18 Medicaid Enrollment, Non-Billing Providers

The Contractor shall ensure that all of its contracted providers have a signed Core Provider Agreement with HCA within one hundred twenty (120) calendar days of contracting with the Contractor. A provider may enroll with HCA as a "non-billing" provider if he or she does not wish to serve fee-for-service Medicaid clients, but the provider must have an active NPI number with HCA.

7 QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

7.1 Quality Assessment and Performance Improvement (QAPI) Program

7.1.1 The Contractor shall have and maintain a quality assessment and performance improvement (QAPI) program for the physical and behavioral health services it furnishes to its enrollees that meets the provisions of 42 C.F.R. § 438.240.

7.1.1.1 The Contractor shall define its QAPI program structure and processes and assign responsibility to appropriate individuals.

7.1.1.2 The QAPI program structure shall include the following elements:

7.1.1.2.1 A written description of the QAPI program including identification and description of the roles of designated physician and behavioral health practitioners. The QAPI program description shall include:

7.1.1.2.1.1 A listing of all quality-related committee(s);

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.1.1.2.1.2 Descriptions of committee responsibilities;
 - 7.1.1.2.1.3 Contractor staff and practicing provider committee participant titles;
 - 7.1.1.2.1.4 Meeting frequency; and
 - 7.1.1.2.1.5 Maintenance of meeting minutes, signed and dated reflecting decisions made by each committee, as appropriate.
- 7.1.1.2.2 A Quality Improvement (QI) Committee that oversees the quality functions of the Contractor. The Quality Improvement Committee will:
 - 7.1.1.2.2.1 Recommend policy decisions;
 - 7.1.1.2.2.2 Analyze and evaluate the results of QI activities including annual review of the results of performance measures, utilization data and performance improvement;
 - 7.1.1.2.2.3 Institute actions to address performance deficiencies; and
 - 7.1.1.2.2.4 Ensure appropriate follow-up.
- 7.1.1.2.3 An annual quality work plan, including objectives for serving individuals with special health care needs and enrollees from diverse communities. The work plan shall contain:
 - 7.1.1.2.3.1 Goals and objectives for the year, including objectives for patient safety, serving a culturally and linguistically diverse membership and individuals with special health care needs;
 - 7.1.1.2.3.2 Timeframe to complete each activity;
 - 7.1.1.2.3.3 Identification of a responsible person for each activity; and
 - 7.1.1.2.3.4 Monitoring plans to assure implementation of the work plan, including at least quarterly documentation of the status of said goals and objectives.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.1.1.2.4 An annual written report of the overall evaluation of the effectiveness of the Contractor's QAPI program. (42 C.F.R. § 438.240(e)(2)). The report shall include at minimum:
 - 7.1.1.2.4.1 HEDIS® contractually required performance measure and utilization data pictorially displayed using charts and graphs, trended over time and compared against the Medicaid National Committee for Quality Assurance 75th or 25th percentile for performance or other comparable, published Benchmarks.
 - 7.1.1.2.4.2 Accompanying written analysis of performance, including data comparisons to national and/or other benchmarks.
 - 7.1.1.2.4.3 Interventions undertaken and/or planned during the past or future review period to address underutilization, overutilization or mis-utilization patterns.
 - 7.1.1.2.4.4 An evaluation of the impact of interventions, including any planned follow-up actions or interventions.
 - 7.1.1.2.4.5 A written assessment of the success of contractually required performance improvement projects.
- 7.1.2 Upon request, the Contractor shall make available to providers, enrollees, or the HCA, the QAPI program description, and information on the Contractor's progress towards meeting its quality plans and goals.
- 7.1.3 The Contractor shall provide evidence of oversight of delegated entities responsible for quality improvement. Oversight activities shall include evidence of:
 - 7.1.3.1 A delegation agreement with each delegated entity describing the responsibilities of the Contractor and delegated entity.
 - 7.1.3.2 Evaluation of the delegated organization prior to delegation.
 - 7.1.3.3 An annual evaluation of the delegated entity.
 - 7.1.3.4 Evaluation of regular delegated entity reports.
 - 7.1.3.5 Follow-up on issues out of compliance with delegated agreement or HCA contract specifications.

THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM APRIL 2016 THROUGH JULY 2016 (Amendment #1).

7.2 Performance Improvement Projects

- 7.2.1 The Contractor shall have an ongoing program of performance improvement projects (PIPs) that focus on clinical and non-clinical areas. The Contractor shall conduct the following PIPs:
 - 7.2.1.1 The Contractor's Apple Health-required (clinical) PIP, piloting a mental health intervention that is evidence-based, research-based or a promising practice and is recognized by the Washington State Institute for Public Policy: [WSIPP Reports](#);
 - 7.2.1.2 One additional PIP of the Contractor's choosing; and
 - 7.2.1.3 One non-clinical PIP, developed in partnership between the Contractor, HCA and DSHS, no later than June 30, 2016.
- 7.2.2 The PIPs must be designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical and non-clinical areas that are expected to have a favorable effect on health outcomes and enrollee satisfaction. Through implementation of performance improvement projects, the Contractor shall:
 - 7.2.2.1 Measure performance using objective quality indicators.
 - 7.2.2.2 Implement system interventions to achieve improvement in quality.
 - 7.2.2.3 Evaluate the effectiveness of the interventions.
 - 7.2.2.4 Plan and initiate activities for increasing or sustaining improvement.
 - 7.2.2.5 Report the status and results of each project to HCA (42 C.F.R. § 438.240(d)(2)).
 - 7.2.2.6 Complete projects in a reasonable time period as to allow aggregate information on the success of the projects to produce new information on the quality of care every year (42 C.F.R. § 438.240(d)(2)).
- 7.2.3 Annually, the Contractor shall submit to HCA all required clinical and non-clinical performance improvement projects. Each project shall be documented on a performance improvement project worksheet found in the CMS protocol entitled "Conducting Performance Improvement Projects".
- 7.2.4 If any of the Contractor's 2015 reported HEDIS® rates on Childhood Immunizations and Well Child Visits for the Apple Health Managed Care population fell below the HCA target goals described below, the Contractor shall implement clinical PIP(s) designed to increase rates for the AHMC population, and shall include the AHFC population in the PIPs. Interventions must target both the AH and the AHFC populations and results must be tracked for both populations. The benchmarks are:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.2.4.1 Childhood Immunizations, Combo 2 – achieve, at minimum NCQA all Medicaid plan: Seventy-fifth (75th) percentile.
- 7.2.4.2 Well Child Visits in the first fifteen (15) months, six or more well-child visits – achieve, at minimum NCQA all Medicaid plan: seventy fifth (75th) percentile.
- 7.2.4.3 Well Child Visits in the third (3rd), fourth (4th), fifth (5th) and sixth (6th) years of life – achieve, at minimum NCQA all Medicaid plan: seventy fifth (75th) percentile..
- 7.2.4.4 Adolescent Well Care Visits – achieve at minimum, NCQA all Medicaid plan: seventy fifth (75th) percentile..
- 7.2.5 CMS, in consultation with HCA and other stakeholders, including the Contractor, may specify performance measures and topics for performance improvement projects to be conducted as part of this Contract and AHMC.

7.3 Performance Measures

- 7.3.1 In accord with the Notices provisions of the General Terms and Conditions Section of this Contract, the Contractor shall report to HCA all HEDIS® measures using the 2016 HEDIS® Technical Specifications and official corrections published by NCQA, unless directed otherwise in writing by HCA. The Contractor shall use the administrative or hybrid data collection methods, specified in the current HEDIS® Technical Specifications, unless directed otherwise by HCA (42 C.F.R. § 438.240(b)(2)). The Contractor shall make its best effort to maximize data collection.
- 7.3.2 No later than June 15th of each year, HEDIS® measures shall be submitted electronically to HCA contracted External Quality Review Organization. NCQA data shall be submitted using the NCQA Interactive Data Submission System (IDSS) or other NCQA-approved methods.
- 7.3.3 The following HEDIS® measures shall be submitted to HCA in reporting year 2018; for the data collection period January 1 - December 31,2016.
 - 7.3.3.1 Childhood Immunization Status
 - 7.3.3.2 Immunizations for Adolescents, including HPV vaccine for girls between the ages of nine (9) and thirteen (13)
 - 7.3.3.3 Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents, ages three (3) to seventeen (17)
 - 7.3.3.4 Cervical Cancer screening in Adolescent Females.
 - 7.3.3.5 Children and Adolescents' Access to Primary Care Practitioners

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.3.3.6 Well Child Visits in the First 15 Months of Life
- 7.3.3.7 Well Child Visits in the Third, Fourth, Fifth and Sixth Years of Life
- 7.3.3.8 Adolescent Well-Care Visits
- 7.3.3.9 Use of Appropriate Medications for People with Asthma;
- 7.3.3.10 Inpatient Utilization – General Hospital/Acute Care
- 7.3.3.11 Ambulatory Care (Outpatient and Emergency Department visits)
- 7.3.3.12 Mental Health Utilization – Outpatient or ED measure
- 7.3.3.13 Reproductive Health Assessments – annual reproductive health assessment for enrollees age 12 and above
- 7.3.3.14 Chlamydia screening in women (16-24)
- 7.3.3.15 Prenatal and post partum care including early establishment of protocols for family planning
- 7.3.3.16 Follow up care for Children Prescribed ADHD Medication)
- 7.3.4 The Contractor shall submit raw de-identified HEDIS® data to HCA electronically for all measures, no later than June 30 of each year. The Contractor shall submit the raw HEDIS® data according to specifications provided by HCA.
- 7.3.5 All HEDIS® measures including the CAHPS® sample frame, shall be audited by a designated certified HEDIS® Compliance Auditor, a licensed organization in accord with methods described in the current HEDIS® Compliance Audit™ Standards, Policies and Procedures and the Centers for Medicare and Medicaid (CMS) Validating Performance Measures Protocol found at <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Quality-of-Care/Quality-of-Care-External-Quality-Review.html>. HCA will fund and the designated EQRO will conduct the audit.
- 7.3.6 The Contractor shall cooperate with HCA's designated EQRO to validate the Contractor's Healthcare Effectiveness Data and Information Set (HEDIS®) performance measures and CAHPS® sample frame.
 - 7.3.6.1 Data collected and the methods employed for HEDIS® validation may be supplemented by indicators and/or processes published in the Centers for Medicare and Medicaid (CMS) Validating Performance Measures protocol identified by HCA designated EQRO.
- 7.3.7 The Contractor shall provide evidence of trending of Performance Measures at least annually and documented in the Quality Assessment Performance Improvement program evaluation. These measures shall assess performance in

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

quality and safety of clinical care and quality of non-clinical or service-related care.

- 7.3.8 The Contractor shall collect and maintain data on ethnicity, race and language markers as established by HCA on all enrollees. The Contractor shall record and maintain enrollee ethnicity, race and language self-identified data as established by the Contractor and maintain MCO-unique data fields for self-identified ethnicity, race and language data.
- 7.3.9 The Contractor, in collaboration with peer managed care organizations, shall disaggregate data on at least one HEDIS® preventive care measure and examine the data for racial/ethnic disparities and in collaboration with peer managed care organizations, target interventions with known disparities in preventive care utilization and measure the impact of the interventions on future preventive care utilization patterns.
 - 7.3.9.1 Peer MCOs shall cooperate with the Department of Health to complete the analysis of one preventive care measure.
 - 7.3.9.2 The analysis of one preventive care measure shall be completed no later than August 31, 2016.
 - 7.3.9.3 Peer MCOs, in collaboration with the Department of Health will define interventions to address observed disparities.
 - 7.3.9.4 Peer MCOs shall implement defined interventions aimed at addressing disparities during the period: October 1, 2016 through December 31, 2016.
 - 7.3.9.5 Peer MCOs shall fund all interventions to address disparities.
- 7.3.10 The Contractor shall rotate HEDIS® measures only with HCA's advance written approval. The Contractor may request approval to rotate measures by making a written request to the HCA contact named in the Notices provision of the General Terms and Conditions of this Contract.
- 7.3.11 The following performance measures shall be produced by HCA and delivered to the Contractor in reporting year 2017; for the data collection period April 1, 2016 through December 31, 2016:
 - 7.3.11.1 Alcohol or drug treatment penetration;
 - 7.3.11.2 Alcohol or drug treatment retention;
 - 7.3.11.3 Mental Health treatment penetration;
 - 7.3.11.4 Psychiatric hospitalization readmission rate; and
 - 7.3.11.5 The DSHS/Research and Data Analysis Division (RDA) shall collect

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

and analyze data to determine the proportion of person-months receiving long-term services and supports (LTSS) associated with receipt of services in home- and community-based settings during the measurement year.

7.4 NCQA Accreditation

- 7.4.1 The Contractor shall maintain NCQA accreditation at a level of “accredited” or better.
- 7.4.2 If the Contractor fails to maintain accreditation at a level of “accredited” or better If the Contractor fails to maintain accreditation thereafter, the Contractor shall be considered in breach of this Contract. HCA may terminate the Contract in accordance with the Termination by for Default Subsection of this Contract.

7.5 External Quality Review

- 7.5.1 Validation Activities: The Contractor’s quality program shall be examined using a series of required validation procedures. The examination shall be implemented and conducted by HCA, its agent, or an EQRO.
- 7.5.2 The following required activities will be validated (42 C.F.R. § 438.358(b)(1)(2)(3)):
 - 7.5.2.1 Performance improvement projects.
 - 7.5.2.2 Performance measures.
 - 7.5.2.3 A monitoring review of standards established by HCA and included in this Contract to comply with 42 C.F.R. § 438.204 (g) and a comprehensive review conducted within the previous three-year period.
- 7.5.3 HCA reserves the right to include additional optional activities described in 42 C.F.R. § 438.358 if additional funding becomes available and as mutually negotiated between HCA and the Contractor.
- 7.5.4 The Contractor shall submit reports, findings, and other results obtained from a Medicare or private accreditation review (e.g., CMS, NCQA, EValue8, URAC, etc.) if requested by HCA. HCA may, at its sole option, use the accreditation review results in lieu of an assessment of compliance with any Federal or State standards and the review conducted by HCA of those standards.
- 7.5.5 The Contractor shall submit to annual HCA and EQRO monitoring reviews. The monitoring review process uses standards developed by HCA and methods and data collection tools and methods found in the CMS EQR Managed Care Organization Protocol and assesses the Contractor’s compliance with regulatory requirements and standards of the quality outcomes and timeliness of, and access to, services provided by Medicaid MCOs (42 C.F.R. § 438.204).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.5.6 The Contractor shall, during an HCA annual monitoring review of the Contractor's compliance with Contract standards or upon request by HCA or its External Quality Review Organization (EQRO) Contractor(s), provide evidence of how external quality review findings, agency audits and Contract monitoring activities, enrollee grievances, HEDIS® and CAHPS® results are used to identify and correct problems and to improve care and services to enrollees.
- 7.5.7 The Contractor will provide data requested by the EQRO for purposes of completing the External Quality Review Report (EQRR). The EQRR is a detailed technical report that describes the manner in which the data from all activities described in External Quality Review provisions of this Section and conducted in accord with C.F.R. § 42 438.358 were aggregated and analyzed and conclusions drawn as to the quality, timeliness and access to the care furnished by the Contractor.
- 7.5.8 HCA will provide a copy of the EQRR to the Contractor, through print or electronic media and to interested parties such as participating health care providers, enrollees and potential enrollees of the Contractor, enrollee advocacy groups, and members of the general public. HCA must make this information available in alternative formats for persons with sensory impairments, when requested.
- 7.5.9 If the Contractor has had an accreditation review or visit by NCQA or another accrediting body, the Contractor shall provide the complete report from that organization to HCA. If permitted by the accrediting body, the Contractor shall allow a state representative to accompany any accreditation review team during the site visit in an official observer status. The state representative shall be allowed to share information with HCA and Washington Department of Health (DOH) as needed to reduce duplicated work for both the Contractor and the state.
- 7.5.10 The Contractor shall submit an annual update to the HCA as part of the annual monitoring review, or as required by the HCA about currently held Medicare Contracts in the State of Washington, including county-level coverage information under part C of title XVIII or under section 1876 of the Act.

7.6 Enrollee Mortality

The Contractor shall maintain a record of known enrollee deaths, including the enrollee's name, date of birth, age at death, location of death, and cause(s) of death. This information shall be available to HCA upon request within ten (10) business days. The Contractor shall assist HCA in efforts to evaluate and improve the availability and utility of selected mortality information for quality improvement purposes.

7.7 Critical Incident Reporting

The Contractor shall notify HCA of any critical incident of which it becomes aware as described in this Subsection:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.7.1 Examples of incidents to report include but are not limited to: homicide, attempted homicide, completed suicide, attempted suicide, the unexpected death of an enrollee, or abuse, neglect, or exploitation of an enrollee by an employee or volunteer.
- 7.7.2 Notification must be made to the HCA-designated Contract Manager during the business day in which the Contractor becomes aware of such an event. If the Contractor becomes aware of the event after business hours, notice must be given as soon as possible during the next business day.
- 7.7.3 Notification must include a description of the event.
- 7.7.4 The Contractor shall submit a written report within two weeks of the original notification to provide information regarding any actions taken in response to the incident, the purpose for which any action was taken, any implications to the service delivery system, and efforts designed to prevent or lessen the possibility of future similar incidents.

7.8 Practice Guidelines

- 7.8.1 The Contractor shall adopt physical and behavioral health practice guidelines known to be effective in improving health outcomes. Practice guidelines shall meet the following requirements (42 C.F.R. § 438.236):
 - 7.8.1.1 Are based upon the following:
 - 7.8.1.1.1 Valid and reliable clinical scientific evidence;
 - 7.8.1.1.2 In the absence of scientific evidence, on professional standards; or
 - 7.8.1.1.3 In the absence of both scientific evidence and professional standards, a consensus of health care professionals in the particular field.
 - 7.8.1.2 The Contractor shall develop guidelines based on the United States Preventive Services Task Force (USPSTF) as the primary source. The Contractor may adopt guidelines developed by recognized sources that develop or promote evidence-based clinical practice guidelines such as voluntary health organizations, National Institute of Health Centers or the Substance Abuse and Mental Health Services Administration (SAMSHA). If the Contractor does not adopt guidelines from recognized sources, board-certified practitioners must participate in the development of the guidelines. The guidelines shall:
 - 7.8.1.3 Be age-appropriate to address the special needs or considerations that are driven by age.
 - 7.8.1.4 Consider the needs of enrollees and support client and family involvement in care plans.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.8.1.5 Be adopted in consultation with contracting health care professionals within the State of Washington or, when applicable, are adopted in consultation with the behavioral health professionals in the Contractor's contracted network.
- 7.8.1.6 Be reviewed and updated at least every two years and more often if national guidelines change during that time.
- 7.8.1.7 Be disseminated to all affected providers and, upon request, to HCA, enrollees and potential enrollees (42 C.F.R. § 438.236(c)).
- 7.8.1.8 Be distributed to affected providers within sixty (60) calendar days of adoption or revision, identifying which specific guidelines are newly adopted or revised. If distributed via the Internet, notification of the availability of adopted or revised guidelines must be provided to providers. Be the basis for and consistent with decisions for utilization management, enrollee education, coverage of services, and other areas to which the guidelines apply (42 C.F.R. § 438.236(d)).
- 7.8.2 The Contractor shall develop health promotion and preventive care educational materials for enrollees using both print and electronic media. In developing these materials, the Contractor shall:
 - 7.8.2.1 Conduct outreach to enrollees to promote timely access to preventive care according to Contractor-established preventive care guidelines.
 - 7.8.2.2 Report on preventive care utilization through required performance measure reporting.
 - 7.8.2.3 In collaboration with peer managed care organizations, disaggregate data on at least one preventive care measure and examine the data for racial/ethnic disparities.
 - 7.8.2.4 In collaboration with peer managed care organizations, target interventions with known disparities in preventive care utilization and measure the impact of the interventions on utilization patterns.

7.9 Drug Formulary Requirements

The Contractor shall submit its drug formulary to HCA for review and approval.

- 7.9.1 The term "Formulary" as used in this Subsection includes lists of products and their formulary status, authorization requirements and coverage limitations available through retail specialty, and mail order pharmacies, and drugs paid by the Contractor under the medical benefits.
- 7.9.2 The Contractor shall maintain an HCA-approved formulary that includes the following:
 - 7.9.2.1 All therapeutic classes in the HCA's fee-for-service drug file and a

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

variety of drugs in each therapeutic class determined by HCA to be sufficient to meet enrollees' medically necessary health care needs.

- 7.9.2.2 A number of drugs in each US Pharmacopeia (USP) category and class equal to or greater than the number included in Washington State's selected Essential Health Benefit (EHB) benchmark plan.
- 7.9.2.3 At least one drug in any USP category and class for which the EHB benchmark plan has no covered drugs.
- 7.9.2.4 Additional drugs as determined necessary by HCA to meet enrollees' medically necessary health care needs.
- 7.9.2.5 Atypical and conventional antipsychotic medications identical to coverage provided under HCA's Medicaid fee-for-service benefit, including indefinite continuation of therapy for any medication an enrollee has been previously prescribed.
- 7.9.2.6 When an otherwise non-covered OTC is part of a compound recipe with a covered formulary ingredient, the OTC component might also be covered.

7.9.3 Formulary submission and approval

- 7.9.3.1 If the formulary for this AHFC differs in any way from the Contractor's Apple Health Managed Care (AHMC) the Contractor shall submit its drug formulary and related material to HCA for review and approval no later than September 15 of the benefit, in an electronic format according to HCA specifications via secure e-mail to hcamcprograms@hca.wa.gov for approval for the following benefit year.
- 7.9.3.2 If HCA determines the Contractor's formulary does not contain a sufficient variety of drugs in each therapeutic class, the Contractor shall amend and update its formulary and related materials as required by HCA.
- 7.9.3.3 Upon request by HCA, the Contractor shall submit any additional materials required to determine the sufficiency of the formulary within five (5) business days of the request.
- 7.9.3.4 HCA shall notify the Contractor of either the approval of its formulary or any required changes, no later than November 1, 2016. Once approved, any change to the formulary must be approved by HCA before the change becomes effective.
- 7.9.3.5 If HCA notifies the Contractor of required changes, all such changes must be completed and resubmitted no later than December 1, 2016.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 7.9.3.6 After final approval of the Contractor's formulary by HCA, the Contractor shall prominently display its formulary, coverage criteria, and information on how to request a nonformulary drug online for members, participating pharmacies and participating providers.
- 7.9.3.7 HCA may require changes to the Contractor's formulary after initial approval. HCA shall give the Contractor sixty (60) calendar days' notice of any required change. Failure to make requested changes by the date specified by HCA may result in sanctions as described in the Sanctions Subsection of this Contract.

7.10 Health Information Systems

The Contractor shall maintain, and shall require subcontractors to maintain, a health information system that complies with the requirements of 42 C.F.R. § 438.242 and provides the information necessary to meet the Contractor's obligations under this Contract. The Contractor shall have in place mechanisms to verify the health information received from subcontractors. The health information system must:

- 7.10.1 Collect, analyze, integrate, and report data. The system must provide information on areas including but not limited to, utilization, grievance and appeals, and terminations of enrollment for other than loss of Medicaid eligibility.
- 7.10.2 Ensure data received from providers is accurate and complete by:
 - 7.10.2.1 Verifying the accuracy and timeliness of reported data;
 - 7.10.2.2 Screening the data for completeness, logic, and consistency; and
 - 7.10.2.3 Collecting service information on standardized formats to the extent feasible and appropriate.
- 7.10.3 The Contractor shall make all collected data available to HCA and the Center for Medicare and Medicaid Services (CMS) upon request.

No later than February 1, 2017, the Contractor shall require that when subcontracted provider organizations with certified EHRs see an Apple Health Managed Care enrollee, the provider sends a care summary (CCDA) from the provider's EHR to the Link4Health Clinical Data Repository.

7.11 Clinical Data Repository

- 7.11.1 The Contractor shall publish HCA guidelines for participation in Link4Health Clinical Data Repository, along with the contacts and resources to support provider organizations through the readiness activities.
- 7.11.2 No later than February 1, 2017, the Contractor shall require that when subcontracted provider organizations with certified EHRs see an Apple Health Managed Care enrollee, the provider sends a care summary (CCDA) from the provider's EHR to the Link4Health Clinical Data Repository.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

7.12 Technical Assistance

The Contractor may request technical assistance for any matter pertaining to this Contract by contacting HCA.

7.13 Annual Diabetes Report

7.13.1 The Contractor shall prepare an annual report on the prevalence of Diabetes and utilization of diabetes education services among Contractor enrollees. The report is due each year no later than the last business day of December and shall include data from the first business day of October of the previous calendar year through the last business day of September of the current calendar year.

7.13.2 The Annual Diabetes Report shall be no more than four (4) pages in length, excluding attachments, and shall describe:

7.13.2.1 The total number of Contractor enrollees with Type 1 and Type 2 diabetes.

7.13.2.2 The number of Contractor enrollees with Type 1 and Type 2 diabetes in the following age groupings:

7.13.2.2.1 Ages less than 18 years of age; and

7.13.2.2.2 Ages 18 to 26 years of age.

7.13.3 The gender distribution of enrollees with Type 1 and Type 2 diabetes.

7.13.4 The geographic distribution of enrollees with Type 1 and Type 2 diabetes using the enrollee's county of residence, rolled up into the *Healthier Washington* regional map found at:

http://www.hca.wa.gov/hw/Pages/communities_of_health.aspx.

7.13.5 The total number of enrollees with a diagnosis of Type 1 and Type 2 diabetes who received a diabetes education encounter.

7.13.6 The proportion of enrollees with a diagnosis of diabetes Type 1 and Type 2 diabetes who received a diabetes education encounter.

7.13.7 A narrative description of how:

7.13.7.1 Enrollees are referred to diabetes education, and a description of any role that the plan plays in these referrals.

7.13.7.2 Diabetes education is promoted to enrollees including links to Diabetes educational materials.

7.13.7.3 Diabetes education providers enroll with the Contractor if interested in joining the Contractor's network of providers.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

7.13.8 A list of:

- 7.13.8.1 Available Diabetes education providers including, name of diabetes educator, physical address, zip code, county and *Healthier Washington* region.
- 7.13.8.2 Any potential gaps in the network of diabetes educators, and measures the Contractor may take to address gaps in network providers.

8 POLICIES AND PROCEDURES

The Contractor shall develop, implement, maintain, comply with and monitor compliance with written policies and procedures related to all requirements of this Contract. The Contractor shall submit policies and procedures to the HCA for review and approval in accordance with 8.2 of this Section, Assessment of Policies and Procedures.

8.1 The Contractor's policies and procedures shall:

- 8.1.1 Direct and guide the Contractor's employees, subcontractors, and any non-contracted providers' compliance with all applicable federal, state, and contractual requirements.
- 8.1.2 Fully articulate the Contractor's understanding of the requirements.
- 8.1.3 Have an effective training plan related to the requirements and maintain records of the number of staff participating in training, including evidence of assessment of participant knowledge and satisfaction with the training.
- 8.1.4 Have an effective training plan related to the requirements and maintain records of the number of providers who participate in training, including satisfaction with the training.
- 8.1.5 Include monitoring of compliance, prompt response to detected non-compliance, and effective corrective action.

8.2 Assessment of Policies and Procedures

The Contractor shall complete a self-assessment of its policies and procedures related to this Contract to HCA for review and approval. The self-assessment will be developed by HCA. The Contractor shall complete and submit the self-assessment no later than June 30, 2016 and thereafter in response to corrective action and any time there is a new policy and procedure or a change to an existing policy and procedure. The Contractor shall also submit copies of policies and procedures upon request by HCA.

9 SUBCONTRACTS

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

9.1 Contractor Remains Legally Responsible

Subcontracts, as defined herein, may be used by the Contractor for the provision of any service under this Contract. However, no subcontract shall terminate the Contractor's legal responsibility to HCA for any work performed under this Contract nor for oversight of any functions and/or responsibilities it delegates to any subcontractor (42 C.F.R. § 434.6 (c) & 438.230(a)).

9.2 Solvency Requirements for Subcontractors

For any subcontractor at financial risk, as defined in the Substantial Financial Risk provision, or of the Risk provision found in the Definitions Section of this Contract, the Contractor shall establish, enforce and monitor solvency requirements that provide assurance of the subcontractor's ability to meet its obligations.

9.3 Provider Nondiscrimination

9.3.1 The Contractor shall not discriminate, with respect to participation, reimbursement, or indemnification, against providers practicing within their licensed scope of practice solely on the basis of the type of license or certification they hold (42 C.F.R. § 438.12(a)(1)).

9.3.2 If the Contractor declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for its decision (42 C.F.R. § 438.12(a)(1)).

9.3.3 The Contractor's policies and procedures on provider selection and retention shall not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment (42 C.F.R. § 438.214(c)).

9.3.4 Consistent with the Contractor's responsibilities to the enrollees, this Section may not be construed to require the Contractor to:

9.3.4.1 Contract with providers beyond the number necessary to meet the needs of its enrollees.

9.3.4.2 Preclude the Contractor from using different reimbursement amounts for different specialties or for different providers in the same specialty.

9.3.4.3 Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs (42 C.F.R. § 438.12(b)(1)).

9.4 Required Provisions

Subcontracts shall be in writing and be consistent with the provisions of 42 C.F.R. § 434.6. All subcontracts shall contain the following provisions, in addition to applicable provisions contained in Subsections 9.5 and 9.6 of this Contract:

9.4.1 Identification of the parties of the subcontract and their legal basis for operation in the State of Washington.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.4.2 A process for monitoring the subcontractor's performance and a periodic schedule for formally evaluating performance, consistent with industry standards or State managed care laws and regulations.
- 9.4.3 Procedures and specific criteria for terminating the subcontract.
- 9.4.4 Identification of the services to be performed by the subcontractor and which of those services may be subcontracted by the subcontractor. If the Contractor allows the subcontractor to further subcontract, all subcontractor requirements contained in this Contract must be propagated downward into any other lower tiered subcontracts. (45 C.F.R. § 92.35).
- 9.4.5 Reimbursement rates and procedures for services provided under the subcontract.
- 9.4.6 Release to the Contractor of any information necessary to perform any of its obligations under this Contract.
- 9.4.7 Reasonable access to facilities and financial and medical records for duly authorized representatives of HCA or DHHS for audit purposes, and immediate access for Medicaid fraud investigators (42 C.F.R. § 438.6(g)).
- 9.4.8 The requirement to completely and accurately report encounter data to the Contractor. Contractor shall ensure that all subcontractors required to report encounter data have the capacity to submit all HCA required data to enable the Contractor to meet the reporting requirements in the Encounter Data Transaction Guide published by HCA.
- 9.4.9 The requirement to comply with the Program Integrity requirements of this Contract and the Contractor's HCA approved program integrity policies and procedures.
- 9.4.10 No assignment of a subcontract shall take effect without HCA's written agreement.
- 9.4.11 The subcontractor shall comply with the applicable state and federal statutes, rules and regulations as set forth in this Contract, including but not limited to 42 U.S.C. § 1396a(a)(43), 42 U.S.C. § 1396d(r), and 42 C.F.R. § 438.6(i).
- 9.4.12 Subcontracts shall set forth and require the subcontractor to comply with any term or condition of this Contract that is applicable to the services to be performed under the subcontract (42 C.F.R. § 438.6(1)).
- 9.4.13 The Contractor shall provide the following information regarding the grievance system to all subcontractors (42 C.F.R. § 438.414 and 42 C.F.R. § 438.10(g)(1)):
 - 9.4.13.1 The toll-free numbers to file oral grievances and appeals.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.4.13.2 The availability of assistance in filing a grievance or appeal.
- 9.4.13.3 The enrollee's right to request continuation of benefits during an appeal or hearing and, if the Contractor's action is upheld, that the enrollee may be responsible to pay for the continued benefits.
- 9.4.13.4 The enrollee's right to file grievances and appeals and their requirements and timeframes for filing.
- 9.4.13.5 The enrollee's right to a hearing, how to obtain a hearing and representation rules at a hearing.
- 9.4.13.6 The subcontractor may file a grievance or request an adjudicative proceeding on behalf of an enrollee in accordance with subsection 13.2.1.
- 9.4.14 The process for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.
- 9.4.15 A process to identify deficiencies and take corrective action for both the Contractor and subcontractor.
- 9.4.16 The process whereby the subcontractor evaluates and ensures that services furnished to individuals with special health care needs are appropriate to the enrollee's needs.
- 9.4.17 Prior to delegation, the Contractor shall evaluate any prospective subcontractor's ability to perform the activities for which that subcontractor is contracting, including the subcontractor's ability to perform delegated activities described in the subcontracting document.

9.5 Health Care Provider Subcontracts

The Contractor's subcontracts, including those for facilities and pharmacy benefit management, shall also contain the following provisions:

- 9.5.1 A quality improvement system tailored to the nature and type of services subcontracted, which affords quality control for the health care provided, including but not limited to the accessibility of medically necessary health care, and which provides for a free exchange of information with the Contractor to assist the Contractor in complying with the requirements of this Contract.
- 9.5.2 A statement that primary care and specialty care provider subcontractors shall cooperate with Quality Improvement (QI) activities.
- 9.5.3 A means to keep records necessary to adequately document services provided to enrollees for all delegated activities including Quality Improvement, Utilization Management, Member Rights and Responsibilities, and Credentialing and Recredentialing.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.5.4 Delegated activities are documented and agreed upon between Contractor and subcontractor. The document must include:
 - 9.5.4.1 Assigned responsibilities
 - 9.5.4.2 Delegated activities
 - 9.5.4.3 A mechanism for evaluation
 - 9.5.4.4 Corrective action policy and procedure
- 9.5.5 Information about enrollees, including their medical records, shall be kept confidential in a manner consistent with state and federal laws and regulations.
- 9.5.6 The subcontractor accepts payment from the Contractor as payment in full. The subcontractor shall not request payment from HCA or any enrollee for contracted services performed under the subcontract, and shall comply with WAC 182-502-0160 requirements applicable to providers.
- 9.5.7 The subcontractor agrees to hold harmless HCA and its employees, and all enrollees served under the terms of this Contract in the event of non-payment by the Contractor. The subcontractor further agrees to indemnify and hold harmless HCA and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against HCA or its employees through the intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors (42 C.F.R. § 438.230(b)(2)).
- 9.5.8 If the subcontract includes physician services, provisions for compliance with the Performance Improvement Project (PIP) requirements stated in this Contract.
- 9.5.9 If the subcontract includes physician services, provisions that inform the provider of any HCA determined appeal rights to challenge the failure of the contractor to cover a service. (42 C.F.R. § 438.414 and 42 C.F.R. § 438.10(g)(1)(vii)).
- 9.5.10 A ninety (90) day termination notice provision.
- 9.5.11 A specific termination provision for termination with short notice when a subcontractor is excluded from participation in the Medicaid program.
- 9.5.12 The subcontractor agrees to comply with the appointment wait time standards of this Contract. The subcontract must provide for regular monitoring of timely access and corrective action if the subcontractor fails to comply with the appointment wait time standards (42 C.F.R. § 438.206(c)(1)).
- 9.5.13 A provision for ongoing monitoring and periodic formal review that is consistent with industry standards and OIC regulations. Formal review must be completed

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

no less than once every three years and must identify deficiencies or areas for improvement and provide for corrective action (42 C.F.R. § 438.230(b)).

- 9.5.14 The Contractor shall document and confirm in writing all single case agreements with providers. The agreement shall include:

9.5.14.1 The description of the services;

9.5.14.2 The authorization period for the services, including the begin date and the end date for approved services;

9.5.14.3 The rate of reimbursement for the service or reference to the Contractor's fee schedule or other plan documents that define payment; and

9.5.14.4 Any other specifics of the negotiated rate.

- 9.5.15 The Contractor must supply documentation to the subcontractor no later than five (5) business days following the signing of the agreement. Updates to the unique contract, must include all elements (begin date, end date, rate of care or reference to fee schedule and any other specifics regarding the services or payment methods).

- 9.5.16 The Contractor shall maintain a record of the single case agreements for a period of six (6) years.

9.6 Health Care Provider Subcontracts Delegating Administrative Functions

- 9.6.1 Subcontracts that delegate administrative functions under the terms of this Contract shall include the following additional provisions:

9.6.1.1 For those subcontractors at financial risk, that the subcontractor shall maintain the Contractor's solvency requirements throughout the term of the Contract.

9.6.1.2 Clear descriptions of any administrative functions delegated by the Contractor in the subcontract. Administrative functions are any obligations of the Contractor under this Contract other than the direct provision of services to enrollees and include, but are not limited to, utilization/medical management, claims processing, enrollee grievances and appeals, and the provision of data or information necessary to fulfill any of the Contractor's obligations under this Contract.

9.6.1.3 How frequently and by what means the Contractor will monitor compliance with solvency requirements and subcontractor performance related to any administrative function delegated in the subcontract.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.6.1.4 Provisions for revoking delegation or imposing sanctions if the subcontractor's performance is inadequate (42 C.F.R. § 438.230(b)(2)).
- 9.6.1.5 Whether referrals for enrollees will be restricted to providers affiliated with the group and, if so, a description of those restrictions.
- 9.6.1.6 Prior to delegation, an evaluation of the subcontractors ability to successfully perform and meet the requirements of this Contract for any delegated administrative function.
- 9.6.2 The Contractor shall submit a report of all current delegated entities, activities delegated and the number of enrollees assigned or serviced by the delegated entity to the HCA as part of the annual monitoring review, or as required by the HCA.

9.7 Home Health Providers

The Contractor may not subcontract with a home health agency unless the home health agency is in compliance with the surety bond requirements of federal law (Section 4708(d) of the Balanced Budget Act of 1997 and 42 C.F.R. § 441.16).

9.8 Physician Incentive Plans

Physician incentive plans, as defined herein, are subject to the conditions set forth in this Section and in federal regulations (42 C.F.R. § 438.6(h), 42 C.F.R. § 422.208 and 42 C.F.R. § 422.210). The Contractor shall provide written notification to HCA on an annual basis that its physician incentive plans, if any, comply with federal regulations.

- 9.8.1 Prohibited Payments: The Contractor shall make no payment to a physician or physician group, directly or indirectly, under a physician incentive plan as an inducement to reduce or limit medically necessary services provided to an individual enrollee.
- 9.8.2 Disclosure Requirements: Risk sharing arrangements in subcontracts with physicians or physician groups are subject to review and approval by HCA. Prior to entering into, modifying or extending the risk sharing arrangement in a subcontract at any tier, the Contractor shall provide the following information about its physician incentive plan, and the physician incentive plans of its subcontractors to HCA:
 - 9.8.2.1 A description of the incentive plan including whether the incentive plan includes referral services.
 - 9.8.2.2 If the incentive plan includes referral services, the information provided to HCA shall include:
 - 9.8.2.2.1 The type of incentive plan (e.g. withhold, bonus, capitation).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.8.2.2.2 For incentive plans involving withholds or bonuses, the percent that is withheld or paid as a bonus.
 - 9.8.2.2.3 Proof that stop-loss protection meets the requirements identified within the provisions of this Section, including the amount and type of stop-loss protection.
 - 9.8.2.2.4 The panel size and, if commercial members and enrollees are pooled, a description of the groups pooled and the risk terms of each group. Medicaid, Medicare, and commercial members in a physician's or physician group's panel may be pooled provided the terms of risk for the pooled enrollees and commercial members are comparable, and the incentive payments are not calculated separately for pooled enrollees. Commercial members include military members.
- 9.8.3 If the Contractor, or any subcontractor, places a physician or physician group at substantial financial risk, the Contractor shall assure that all physicians and physician groups have either aggregate or per member stop-loss protection for services not directly provided by the physician or physician group.
- 9.8.3.1 If aggregate stop-loss protection is provided, it must cover ninety percent (90%) of the costs of referral services that exceed twenty-five percent (25%) of maximum potential payments under the subcontract.
 - 9.8.3.2 If stop-loss protection is based on a per-member limit, it must cover ninety percent (90%) of the cost of referral services that exceed the limit as indicated below based on panel size, and whether stop-loss is provided separately for professional and institutional services or is combined for the two.
 - 9.8.3.2.1 1,000 members or fewer, the threshold is \$3,000 for professional services and \$10,000 for institutional services, or \$6,000 for combined services.
 - 9.8.3.2.2 1,001 - 5,000 members, the threshold is \$10,000 for professional services and \$40,000 for institutional services, or \$30,000 for combined services.
 - 9.8.3.2.3 5,001 - 8,000 members, the threshold is \$15,000 for professional services and \$60,000 for institutional services, or \$40,000 for combined services.
 - 9.8.3.2.4 8,001 - 10,000 members, the threshold is \$20,000 for professional services and \$100,000 for institutional services, or \$75,000 for combined services.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.8.3.2.5 10,001 - 25,000, the threshold is \$25,000 for professional services and \$200,000 for institutional services, or \$150,000 for combined services.
- 9.8.3.2.6 25,001 members or more, there is no risk threshold.
- 9.8.3.2.7 The Contractor shall provide the following information regarding its Physician Incentive Plans to any enrollee who requests it:
 - 9.8.3.2.8 Whether the Contractor uses a Physician Incentive Plan that affects the use of referral services;
 - 9.8.3.2.9 The type of incentive arrangement; and
 - 9.8.3.2.10 Whether stop-loss protection is provided.

9.9 Provider Education

The Contractor will maintain records of the number and type of providers and support staff participating in provider education, including evidence of assessment of participant satisfaction from the training process.

- 9.9.1 The Contractor shall maintain a system for keeping participating providers informed about:
 - 9.9.1.1 Covered services for enrollees served under this Contract.
 - 9.9.1.2 Coordination of care requirements.
 - 9.9.1.3 HCA and the Contractor's policies and procedures as related to this Contract.
 - 9.9.1.4 Health Homes.
 - 9.9.1.5 HCA First Steps Program - Maternity Support Services (MSS). The Contractor shall notify providers about HCA's First Steps program, MSS, using the HCA MSS informational letter template which includes the HCA First Steps program website and Provider Directory.
 - 9.9.1.6 Interpretation of data from the Quality Improvement program.
 - 9.9.1.7 Practice guidelines as described in the provisions of this Contract.
 - 9.9.1.8 Mental health services through the Contractor. The Contractor shall provide an annual list showing all of its contracted mental health professionals to all primary care providers, including pediatric primary care providers. The Contractor shall provide the list to its primary care providers no later than May 1, 2016.
 - 9.9.1.9 Mental health services through DSHS Regional Support Networks

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

including a list of Regional Support Networks and contact information in counties served by the Contractor.

- 9.9.1.10 DSHS substance use disorder services, including a list of Substance Use Disorder Clinics and contact information located in the counties served by the Contractor.
- 9.9.1.11 Contractor care management staff for assistance in care transitions and care management activity.
- 9.9.1.12 Principles of Trauma Informed Care.
- 9.9.1.13 Program Integrity requirements.
- 9.9.1.14 DSHS long-term care services including availability of home and community based care.
- 9.9.1.15 Educational opportunities for primary care providers, such as those produced by the Washington State Department of Health Collaborative, the Washington State Medical Association or the Washington State Hospital Association, etc.

9.10 Claims Payment Standards

- 9.10.1 The Contractor shall meet the timeliness of payment standards specified for Medicaid fee-for-service in Section 1902(a)(37) of the Social Security Act, 42 C.F.R. § 447.46 and specified for health carriers in 284-170-431. To be compliant with both payment standards the Contractor shall pay or deny, and shall require subcontractors to pay or deny, ninety-five percent (95%) of clean claims within thirty (30) calendar days of receipt, ninety-five percent (95%) of all claims within sixty (60) of receipt and ninety-nine percent (99%) of clean claims within ninety (90) calendar days of receipt. The Contractor and its providers may agree to a different payment requirement in writing on an individual claim.
 - 9.10.1.1 A claim is a bill for services, a line item of service or all services for one enrollee within a bill.
 - 9.10.1.2 A clean claim is a claim that can be processed without obtaining additional information from the provider of the service or from a third party.
 - 9.10.1.3 The date of receipt is the date the Contractor receives the claim from the provider.
 - 9.10.1.4 The date of payment is the date of the check or other form of payment.
- 9.10.2 The Contractor shall conduct and submit to HCA an annual claims denial analysis report. The report shall be due on April 1 of each calendar year,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

reflecting the previous calendar year. The report shall include the following data:

- 9.10.2.1 Total number of claims denied by claim line.
- 9.10.2.2 Total number of claims approved by claim line.
- 9.10.2.3 Top five reasons for claims denied.
- 9.10.2.4 The proportion of aggregated top five reasons for claims denied by claim line divided by total denied claim lines.
- 9.10.2.5 The proportion of claim lines denied in error and subsequently adjusted to total claims denied.
- 9.10.2.6 The total number of denied claims divided by the total number of claims.
- 9.10.2.7 The five subcontractors with the highest aggregated denied claim lines expressed as a ratio.
- 9.10.3 The report shall include a narrative, including the action steps planned to address:
 - 9.10.3.1 The top five reasons for denial, including steps taken with the top five subcontractors to educate the subcontractors on actions to address root causes of denied claims.
 - 9.10.3.2 Claims denied in error by the Contractor.

9.11 Federally Qualified Health Centers / Rural Health Clinics Report

The Contractor shall provide HCA with information related to subcontracted federally qualified health centers (FQHC) and rural health clinics (RHC), as required by HCA Federally Qualified Health Center and Rural Health Center Billing Guides, published by HCA and incorporated by reference into this Contract.

9.12 Provider Credentialing

The Contractor's policies and procedures shall meet NCQA requirements related to the credentialing and recredentialing of health care professionals who have signed contracts or participation agreements with the Contractor. The Contractor shall ensure and demonstrate compliance with the requirements described in this Contract.

- 9.12.1 The Contractor's policies and procedures shall ensure compliance with the following requirements described in this section.
 - 9.12.1.1 The Contractor's medical director or other designated physician shall have direct responsibility for and participation in the credentialing program.
 - 9.12.1.2 The Contractor shall have a designated Credentialing Committee to

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

oversee the credentialing process.

9.12.2 The Contractor's credentialing and recredentialing program shall include:

9.12.2.1 Identification of the type of providers credentialed and recredentialed.

9.12.2.2 Specification of the verification sources used to make credentialing and recredentialing decisions, including any evidence of provider sanctions.

9.12.2.3 A process for provisional credentialing that affirms that:

9.12.2.3.1 The practitioner may not be held in a provisional status for more than sixty (60) calendar days; and

9.12.2.3.2 The provisional status will only be granted one time and only for providers applying for credentialing the first time.

9.12.2.3.3 Provisional credentialing shall include an assessment of:

9.12.2.3.3.1 Primary source verification of a current, valid license to practice;

9.12.2.3.3.2 Primary source verification of the past five years of malpractice claims or settlements from the malpractice carrier or the results of the National Practitioner Databank query; and

9.12.2.3.3.3 A current signed application with attestation.

9.12.2.4 Prohibition against employment or contracting with providers excluded from participation in Federal health care programs under federal law and as described in the Excluded Individuals and Entities provisions of this Contract.

9.12.2.5 A detailed description of the Contractor's process for delegation of credentialing and recredentialing.

9.12.2.6 Verification of provider compliance with all Program Integrity requirements in this Contract.

9.12.3 The Contractor's process for communicating findings to the provider that differ from the provider's submitted materials shall include communication of the provider's rights to:

9.12.3.1 Review materials.

9.12.3.2 Correct incorrect or erroneous information.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.12.3.3 Be informed of their credentialing status.
- 9.12.4 The Contractor's process for notifying providers within sixty (60) calendar days of the credentialing committee's decision.
- 9.12.5 An appeal process for providers for quality reasons and reporting of quality issues to the appropriate authority and in accord with the Program Integrity requirements of this Contract.
- 9.12.6 The Contractor's process to ensure confidentiality.
- 9.12.7 The Contractor's process to ensure listings in provider directories for enrollees are consistent with credentialing file content, including education, training, certification and specialty designation.
- 9.12.8 The Contractor's process for recredentialing providers at minimum every thirty-six (36) months through information verified from primary sources, unless otherwise indicated.
- 9.12.9 The Contractor's process to ensure that offices of all health care professionals meet office site standards established by the Contractor.
- 9.12.10 The Contractor's system for monitoring sanctions, limitations on licensure, complaints and quality issues or information from identified adverse events and provide evidence of action, as appropriate based on defined methods or criteria.(42 C.F.R. § 455.101).
- 9.12.11 The Contractor's process and criteria for assessing and reassessing organizational providers.
- 9.12.12 The criteria used by the Contractor to credential and recredential practitioners shall include (42 C.F.R. § 438.230(b)(1)):
 - 9.12.12.1 Evidence of a current valid license to practice;
 - 9.12.12.2 A valid DEA or CDS certificate if applicable;
 - 9.12.12.3 Evidence of appropriate education and training;
 - 9.12.12.4 Board certification if applicable;
 - 9.12.12.5 Evaluation of work history;
 - 9.12.12.6 A review of any liability claims resulting in settlements or judgments paid on or on behalf of the provider; and
 - 9.12.12.7 A signed, dated attestation statement from the provider that addresses:
 - 9.12.12.7.1 The lack of present illegal drug use;

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 9.12.12.7.2 A history of loss of license and criminal or felony convictions;
- 9.12.12.7.3 A history of loss or limitation of privileges or disciplinary activity;
- 9.12.12.7.4 Current malpractice coverage;
- 9.12.12.7.5 Any reason(s) for inability to perform the essential functions of the position with or without accommodation; and
- 9.12.12.7.6 Accuracy and completeness of the application.
- 9.12.12.8 Verification of the: National Provider Identifier, the provider's enrollment as a Washington Medicaid provider, and the Social Security Administration's death master file.
- 9.12.13 The Contractor shall ensure that all subcontracted providers defined as "high categorical risk" in 42 C.F.R. § 424.518, are enrolled through the Medicare system, which requires a criminal background check as part of the enrollment process. The Contractor shall ensure that each provider defined as "high categorical risk" provide an enrollment verification letter from Medicare issued after March 23, 2011 as part of the credentialing process. The contractor shall ensure that contracted providers defined as "high categorical risk" revalidate their Medicare enrollment every three (3) years in compliance with 42 C.F.R. § 424.515.
- 9.12.14 The Contractor shall terminate any provider where HCA or Medicare has taken any action to revoke the provider's privileges for cause, and the provider has exhausted all applicable appeal rights or the timeline for appeal has expired. For cause may include, but is not limited to, fraud; integrity; or quality (42 C.F.R. § 455.101).
- 9.12.15 The Contractor shall notify HCA in accord with the Notices section of this contract, within three (3) business days of receipt of information relating to disciplinary action against the accreditation, certification, license and/or registration of the Contractor, an employee, subcontractor or subcontractor employee.
- 9.12.16 The Contractor shall require providers defined as "high categorical risk" for potential fraud as defined in 42 C.F.R. § 424.518 to be enrolled and screened by Medicare.
- 9.12.17 The Contractor's policies and procedures shall be consistent with 42 C.F.R. § 438.12, and the process shall ensure the Contractor does not discriminate against particular health care professionals that serve high-risk populations or specialize in conditions that require costly treatment, and any other methods for

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

assuring nondiscrimination.

10 ENROLLEE RIGHTS AND PROTECTIONS

10.1 General Requirements

- 10.1.1 The Contractor shall comply with any applicable Federal and State laws that pertain to enrollee rights and ensure that its staff and affiliated providers protect and promote those rights when furnishing services to enrollees (42 C.F.R. § 438.100(a)(2)).
- 10.1.2 The Contractor shall have in place written policies that guarantee each enrollee the following rights (42 C.F.R. § 438.100(b)(2)):
 - 10.1.2.1 To be treated with respect and with consideration for their dignity and privacy (42 C.F.R. § 438.100(b)(2)(ii)).
 - 10.1.2.2 To receive information on available treatment options and alternatives, presented in a manner appropriate to the enrollee's ability to understand (42 C.F.R. § 438.100(b)(2)(iii)).
 - 10.1.2.3 To participate in decisions regarding their health care, including the right to refuse treatment (42 C.F.R. § 438.100(b)(2)(IV)).
 - 10.1.2.4 To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation (42 C.F.R. § 438.100(b)(2)(IV)).
 - 10.1.2.5 To request and receive a copy of their medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. § 164 (42 C.F.R. § 438.100(b)(2)(iv)).
 - 10.1.2.6 Each enrollee must be free to exercise their rights, and exercise of those rights must not adversely affect the way the Contractor or its subcontractors treat the enrollee (42 C.F.R. § 438.100(c)).

10.2 Cultural Considerations

- 10.2.1 The Contractor shall participate in and cooperate with HCA efforts to promote the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care. The Contractor will provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs. (42 C.F.R. § 438.206(c)(2)).
- 10.2.2 At a minimum, the Contractor shall:
 - 10.2.2.1 Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

basis. (CLAS Standard 4);

- 10.2.2.2 Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services. (CLAS Standard 5);
- 10.2.2.3 Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing. (CLAS Standard 6);
- 10.2.2.4 Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. (CLAS Standard 7);
- 10.2.2.5 Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area. (CLAS 8);
- 10.2.2.6 Establish culturally and linguistically appropriate goals. (CLAS Standard 9);
- 10.2.2.7 Conduct ongoing assessments of the organization's CLAS-related activities and integrate CLAS-related measures into measurement and continuous quality improvement activities. (CLAS Standard 10);
- 10.2.2.8 Collect and maintain accurate and reliable demographic data to monitor and evaluate the impact of CLAS on health equity and outcomes and to inform service delivery. (CLAS 11); and
- 10.2.2.9 Create conflict and grievance resolution processes that are culturally and linguistically appropriate to identify, prevent, and resolve conflict or complaints. (CLAS 14).
- 10.2.3 The Contractor shall provide HCA with an annual report evidencing its compliance with each CLAS standard no later than January 31st for the previous calendar year.
- 10.2.4 The Contractor shall make every effort to respect and promote awareness of and sensitivity to the needs of Gay/Lesbian/Bisexual/Transgender/Intersexual/Queer/Questioning (GLBTIQQ) enrollees, including the increased potential for depression and suicidal thoughts in these enrollees.

10.3 Advance Directives and Physician Orders for Life Sustaining Treatment (POLST)

- 10.3.1 The Contractor shall meet the requirements of WAC 182-501-0125, 42 C.F.R. § 438.6, 438.10, 422.128, 489.100 and 489 Subpart I as described in this section.
- 10.3.2 The Contractor's advance directive policies and procedures shall be disseminated to all affected providers, enrollees, HCA, and, upon request,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

potential enrollees (42 C.F.R. § 438.6(i)(3)).

- 10.3.2.1 The Contractor shall develop policies and procedures to address Physician Orders for Life Sustaining Treatment (POLST) and ensure that they are distributed in the same manner as those governing advance directives.
- 10.3.3 The Contractor's written policies respecting the implementation of advance directive POLST rights shall include a clear and precise statement of limitation if the Contractor cannot implement an advance directive as a matter of conscience (42 C.F.R. § 422.128). At a minimum, this statement must do the following:
 - 10.3.3.1 Clarify any differences between Contractor conscientious objections and those that may be raised by individual physicians.
 - 10.3.3.2 Identify the state legal authority permitting such objection.
 - 10.3.3.3 Describe the range of medical conditions or procedures affected by the conscience objection.
- 10.3.4 If an enrollee is incapacitated at the time of initial enrollment and is unable to receive information (due to the incapacitating condition or a mental disorder) or articulate whether or not he or she has executed an advance directive or received a POLST, the Contractor may give advance directive information to the enrollee's family or surrogate in the same manner that it issues other materials about policies and procedures to the family of the incapacitated enrollee or to a surrogate or other concerned persons in accord with State law. The Contractor is not relieved of its obligation to provide this information to the enrollee once he or she is no longer incapacitated or unable to receive such information. Follow-up procedures must be in place to ensure that the information is given to the individual directly at the appropriate time.
- 10.3.5 The Contractor must require and ensure, that the enrollee's medical record documents, in a prominent part, whether or not the individual has executed an advance directive or received a POLST.
- 10.3.6 The Contractor shall not condition the provision of care or otherwise discriminate against an enrollee based on whether or not the enrollee has executed an advance directive or received a POLST.
- 10.3.7 The Contractor shall ensure compliance with requirements of State and Federal law (whether statutory or recognized by the courts of the State) regarding advance directives or POLSTs.
- 10.3.8 The Contractor shall provide for education of staff concerning its policies and procedures on advance directives or POLSTs.
- 10.3.9 The Contractor shall provide for community education regarding advance directives that may include material required herein, either directly or in concert

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

with other providers or entities. Separate community education materials may be developed and used, at the discretion of the Contractor. The same written materials are not required for all settings, but the material should define what constitutes an advance directive, emphasizing that an advance directive is designed to enhance an incapacitated individual's control over medical treatment, and describe applicable State and Federal law concerning advance directives. The Contractor shall document its community education efforts (42 C.F.R. § 438.6(i)(3)).

- 10.3.10 The Contractor is not required to provide care that conflicts with an advance directive; and is not required to implement an advance directive if, as a matter of conscience, the Contractor cannot implement an advance directive and State law allows the Contractor or any subcontractor providing services under this Contract to conscientiously object.
- 10.3.11 The Contractor shall inform enrollees that they may file a grievance with the Contractor if the enrollee is dissatisfied with the Contractor's advance directive policy and procedure or the Contractor's administration of those policies and procedures. The Contractor shall also inform enrollees that they may file a grievance with the Washington State Department of Health if they believe the Contractor is non-compliant with advance directive and POLST requirements.

10.4 Do Not Resuscitate Orders

For enrollees who are medically fragile and who may have life threatening conditions or episodes, the Contractor shall coordinate with the enrollee's family, caregivers, Social Workers and providers to develop appropriate documentation regarding Do Not Resuscitate (DNR) and palliative care orders consistent with DSHS policy. The Contractor shall document all contacts with the enrollee's family, caregivers, Social Workers and providers to ensure all available treatments are explored and that the DNR is the most appropriate decision for the enrollee.

10.5 Enrollee Choice of PCP

- 10.5.1 The Contractor must implement procedures to ensure each enrollee has a source of primary care appropriate to their needs (42 C.F.R. § 438.207(c)).
- 10.5.2 The Contractor shall allow, to the extent possible and appropriate, each new enrollee or their caregiver or adoptive parent to choose a participating PCP (42 C.F.R. § 438.6(m)). If the enrollee has special needs that necessitate selection of a specialist or PCP with special knowledge of the enrollee's condition, the Contractor shall coordinate with the enrollee's caregiver or adoptive parent to ensure the appropriate provider is selected.
- 10.5.3 In the case of newborns, either the caregiver or the parent, if the parent is a AHFC enrollee, shall choose the newborn's PCP.
- 10.5.4 In the case of Alaska Native or American Indian enrollees, the enrollee may choose a tribal clinic as his or her PCP, whether or not the tribal clinic is a

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

network provider.

- 10.5.5 If the enrollee or his/her caregiver, does not make a choice at the time of enrollment, the Contractor shall assign the enrollee to a PCP or clinic, within reasonable proximity to the enrollee's home, no later than fifteen (15) business days after coverage begins.
- 10.5.6 The Contractor shall allow an enrollee to change PCP or clinic at any time with the change becoming effective no later than the beginning of the month following the enrollee's request for the change (WAC 182-538-060 WAC 284-170-360) and shall work with the enrollee and/or the enrollee's caregivers or adoptive parents to select the PCP who will best meet the enrollee's needs.
- 10.5.7 The Contractor may limit an enrollee's ability to change PCP's in accord with the Patient Review and Coordination provisions of this Contract.

10.6 Prohibition on Enrollee Charges for Covered Services

- 10.6.1 Under no circumstances shall the Contractor, or any providers used to deliver services under the terms of this Contract, including non-participating providers, charge enrollees for covered services as described in the (SSA 1932(b)(6), SSA 1128B(d)(1)), 42 C.F.R. § 438.106(c), 438.6(1), 438.230, 438.204(a) and WAC 182-502-0160).
- 10.6.2 Prior to authorizing services with non-participating providers, the Contractor shall assure that non-participating providers fully understand and accept the prohibition against balance billing enrollees.
- 10.6.3 The Contractor shall require providers to report when an enrollee/caregiver is charged for services. The Contractor shall maintain a central record of the charged amount, enrollee/caregiver's agreement to pay, if any, and actions taken regarding the billing by the Contractor. The Contractor shall be prepared at any time to report to HCA any and all instances where an enrollee/caregiver is charged for services, whether or not those charges are appropriate.
- 10.6.4 If an enrollee/caregiver has paid inappropriate charges, the Contractor will make every effort to have the provider repay the enrollee/caregiver the inappropriate amount. If the Contractor's efforts to have the provider repay the enrollee/caregiver fail, the contractor will repay the enrollee the inappropriately charged amount.
- 10.6.5 The Contractor shall have a separate and specific policy and procedure that fully articulates how the Contractor will protect enrollees/caregivers from being billed for contracted services.
- 10.6.6 The Contractor shall coordinate benefits with other insurers in a manner that does not result in any payment by or charges to the enrollee/caregiver for covered services including other insurer's copayments and coinsurance.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

10.7 Provider/Enrollee Communication

The Contractor may not prohibit, or otherwise restrict, a health care professional acting within their lawful scope of practice, from advising or advocating on behalf of an enrollee who is their patient, for the following (42 C.F.R. § 438.102(a)(1)(i)):

- 10.7.1 The enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered (42 C.F.R. § 438.102(a)(1)(i)).
- 10.7.2 Any information the enrollee's caregiver needs in order to decide among all relevant treatment options (42 C.F.R. § 438.102(a)(1)(ii)).
- 10.7.3 The risks, benefits, and consequences of treatment or non-treatment (42 C.F.R. § 438.102(a)(1)(iii)).
- 10.7.4 The enrollee's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions (42 C.F.R. § 438.102(a)(1)(iv)).

10.8 Enrollee Self-Determination

The Contractor shall ensure that all providers: obtain informed consent prior to treatment from enrollees, or persons authorized to consent on behalf of an enrollee as described in RCW 7.70.065; comply with the provisions of the Natural Death Act (Chapter 70.122 RCW) and state and federal Medicaid rules concerning advance directives (WAC 182-501-0125 and 42 C.F.R. § 438.6(m)); and, when appropriate, inform enrollees of their right to make anatomical gifts (Chapter 68.64 RCW).

10.9 Women's Health Care Services

The Contractor must provide female enrollees with direct access to a women's health practitioners within the Contractor's network for covered care necessary to provide women's routine and preventive health care services, including prescriptions for pharmaceutical or medical supplies ordered by a directly accessed women's health care practitioner, and which are in the practitioner's scope of practice in accord with the provisions of WAC 284-170-350 and 42 C.F.R. § 438.206(b)(2). The Contractor shall ensure that Long Acting Reversible Contraceptives (LARC) are readily available to enrollees without authorization processes that cause unnecessary delays.

10.10 Maternity Newborn Length of Stay

The Contractor shall ensure that hospital delivery maternity care is provided in accord with RCW 48.43.115.

10.11 Enrollment Not Discriminatory

- 10.11.1 The Contractor will not discriminate against enrollees due to an adverse change in the enrollee's health status, the cost of meeting the enrollee's health care needs, because of the enrollee's utilization of medical services, diminished mental capacity, uncooperative or disruptive behavior resulting from their

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

special needs or treatable mental health condition (WAC 182-538-130 and 42 C.F.R. § 438.56(b)(2)).

- 10.11.2 No eligible person shall be refused enrollment or re-enrollment, be terminated from enrollment, or be discriminated against in any way because of health status, including the existence of a pre-existing physical or mental condition, functional impairment or chemical dependency, pregnancy and/or hospitalization, or the expectation of the need for frequent or high cost care (42 C.F.R. § 438.6(d)(1 and 3)).
- 10.11.3 The Contractor will not discriminate against enrollees or those eligible to enroll on the basis of race, color, or national origin, gender, age, veteran or military status, sexual orientation, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, or national origin (42 C.F.R. § 438.6(d)(4)) and U.S.C. 18116.

11 UTILIZATION MANAGEMENT PROGRAM AND AUTHORIZATION OF SERVICES

11.1 Utilization Management General Requirements

The Contractor shall follow the Utilization Management (UM) requirements described in this Section and educate UM staff in the application of UM protocols, communicating the criteria used in making UM decisions. UM protocols shall recognize and respect the cultural needs of diverse populations.

- 11.1.1 The Contractor shall demonstrate that all UM staff making service authorization decisions have been trained and are competent in working with the specific area of service for which they have authorization and management responsibility.
- 11.1.2 The Contractor's policies and procedures related to UM shall comply with, and require the compliance of subcontractors with delegated authority for Utilization Management, the requirements described in this section.
- 11.1.3 Consistent with the Potentially Preventable Readmission provisions of this Contract, HCA shall conduct a systematic review of hospital admissions to identify potentially preventable readmission chains. HCA will adjust future hospital payment rates to hospitals which exceed expected readmission occurrences as a result of the findings of this systematic review. To prevent duplication for all hospital admission or readmission dates on or after January 1, 2016, the Contractor shall:
 - 11.1.3.1 Not have in place or implement any Utilization Management policies or procedures related to prospective, concurrent, or retrospective review aimed at reducing or denying payment to hospitals for preventable readmissions.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.1.3.2 Not have in place or implement any adjudication rules that result in denial, bundling, or paid-at-zero claims related to potentially preventable readmissions.
- 11.1.3.3 Immediately report to HCA any attempt by a hospital to circumvent proper reporting and billing for potentially preventable readmissions.
- 11.1.3.4 Obtain and review hospital records to verify proper encounter claiming at the request of HCA.
- 11.1.4 The Contractor shall have and maintain a Utilization Management Program (UMP) description for the physical and behavioral services it furnishes its enrollees. The UMP description shall include:
 - 11.1.4.1 The definition of the Contractor's UMP structure and assignment of responsibility for UMP activities to appropriate individuals.
 - 11.1.4.2 Identification of a designated physician responsible for program implementation, oversight and evaluation, and evidence of the physician's and a behavioral health practitioner's involvement in program development and implementation.
 - 11.1.4.3 Identification of the type of personnel responsible for each level of UM decision-making.
 - 11.1.4.4 The use of board-certified consultants to assist in making medical necessity determinations.
 - 11.1.4.5 Assurance that a physician, doctoral level psychologist, certified addition medicine specialist or pharmacist, as appropriate, reviews any behavioral health denial based on medical necessity.
 - 11.1.4.6 A written description of all UM-related committee(s), including a behavioral health UM sub-committee.
 - 11.1.4.7 Descriptions of committee responsibilities.
 - 11.1.4.8 Committee participant titles, including UM subcontract, subcontractor representatives and practicing providers.
 - 11.1.4.9 Meeting frequency.
 - 11.1.4.10 Maintenance of signed meeting minutes reflecting decisions made by each committee, as appropriate.
 - 11.1.4.11 Annual evaluation and update of the UMP.
- 11.1.5 UMP behavioral health and non-behavioral health policies and procedures at

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

minimum, shall address the following requirements:

- 11.1.5.1 Assurance that each enrollee's needs are monitored and that appropriate referrals are made for care coordination or Health Home services consistent with Section 14 of this Contract.
- 11.1.5.2 Documentation of use and periodic review of written clinical decision-making criteria based on clinical evidence, including policies and procedures for appropriate application of the criteria (WAC 284-43-2000(2)).
- 11.1.5.3 Written policies for applying UMP decision-making criteria based on individual enrollee needs, such as age, comorbidities, complications and psychosocial and home environment characteristics, where applicable; and the availability of services in the local delivery system.
- 11.1.5.4 Mechanisms for providers and enrollees on how they can obtain the UM decision-making criteria upon request, including UM action or denial determination letter template language reflecting the same (WAC 284-43-2000(2)).
- 11.1.5.5 Mechanisms to facilitate communication between UMP staff and providers and enrollees.
- 11.1.5.6 Mechanisms for at least annual assessment of inter-rater reliability of all clinical professionals and as appropriate, non-clinical staff responsible for UM decisions.
- 11.1.5.7 Written job descriptions with qualification for providers who review denials of care based on medical necessity that requires education, training or professional experience in medical or clinical practice and current, non-restricted license.
- 11.1.5.8 Mechanisms to verify that claimed services were actually provided.
- 11.1.5.9 Mechanisms to detect both underutilization and over-utilization of services, including pharmacy underutilization and over-utilization.
- 11.1.6 The Contractor shall produce an annual report of the findings on quality and utilization measures and completed or planned interventions to address under or over-utilization patterns of care for physical and behavioral health (42 C.F.R. § 438.240(b)(3)). The following minimum measure set shall be reported in the under- and over-utilization annual report:
 - 11.1.6.1 Preventable hospitalizations, including readmissions;
 - 11.1.6.2 Avoidable emergency department visits;
 - 11.1.6.3 EPSDT or well-child care;

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.1.6.4 Childhood and adolescent immunizations;
- 11.1.6.5 Mental health treatment penetration;
- 11.1.6.6 Alcohol or drug treatment penetration;
- 11.1.6.7 First trimester prenatal care;
- 11.1.6.8 Adherence to antipsychotic medications for individuals with schizophrenia; and
- 11.1.6.9 Tobacco cessation services.
- 11.1.7 The Contractor shall have a data-driven plan to identify and work with providers who are outliers regarding standards of care and service utilization.
- 11.1.8 The Contractor shall ensure evaluation of appeals of adverse determinations evaluated by health care providers who were not involved in the initial decision and who have appropriate expertise in the field of medicine that encompasses the covered person's condition or disease (WAC 284-43-4040(4)).
- 11.1.9 The Contractor shall ensure documentation of timelines for appeals in accord with the Appeal Process provisions of the Grievance System Section of this Contract.
- 11.1.10 The Contractor shall follow the coverage decisions of the Health Technology Assessment (HTA) program (Chapter 182-55 WAC) specifically endorsed by HCA for the Apple Health population and, upon HCA's request, provide documentation demonstrating compliance (See <http://www.hca.wa.gov/hta/Pages/index.aspx>).
 - 11.1.10.1 By January 15th of each year the Contractor shall submit a report documenting utilization of health technologies with coverage determinations from the Health Technology Assessment program. The first report shall be due January 15, 2017, reflecting coverage decisions in place from April 1, 2016 through December 31, 2016. Each report will include a summary of all provider directed communications and implementation and/or utilization management methods and decisions in place for all HTA coverage decisions. In addition, for each HTA coverage decision in place for the full contract year, the Contractor will provide:
 - 11.1.10.1.1 A count of requested utilization management authorizations for each intervention for which the HTA has rendered a coverage decision.
 - 11.1.10.1.2 The number of utilization management authorizations approved; and the number resulting in denials of services (actions).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

11.1.10.1.3 The number of appeals resulting from denials and the outcome of the appeals.

11.1.10.2 HCA will provide the template for the report to the Contractor.

11.1.11 The Contractor shall not structure compensation to individuals or entities that conduct utilization management activities so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any enrollee (42 C.F.R. § 438.210(e)).

11.1.12 The Contractor shall not penalize or threaten a provider or facility with a reduction in future payment or termination of participating provider or participating facility status because the provider or facility disputes the Contractor's determination with respect to coverage or payment for health care service.

11.2 Medical Necessity Determination

The Contractor shall collect all information necessary to make medical necessity determinations. (42 C.F.R § 456.111 and 456.211). The Contractor shall determine which services are medically necessary, according to the definition of Medically Necessary Services in this Contract. The Contractor's determination of medical necessity in specific instances shall be final except as specifically provided in this Contract regarding appeals, hearings and independent review.

11.3 Authorization of Services

11.3.1 The Contractor shall follow the authorization of services requirements described in this section. The Contractor shall not have or implement authorization policies that inhibit enrollees from obtaining medically necessary contracted services and supplies. For example, inpatient admissions for deliveries or home births should not require prior authorization because there is not a question of medical necessity associated with a delivery. It is reasonable to require notification of admissions for delivery or of a home delivery to support concurrent review activities or case management.

11.3.2 Authorizations for contracted services and supplies that are needed on an ongoing basis shall not be required any more frequently than every six (6) months. Services and supplies needed on an ongoing basis include, but are not limited to, insulin pens, incontinence supplies, ongoing medications or medications for chronic conditions.

11.3.3 The Contractor's policies and procedures related to authorization and post service authorization of services shall include compliance with 42 C.F.R. § 438.210, WAC 284-43-2000(6)(b), Chapters 182-538 and 182-550 WAC, WAC 182-501-0160 and 182-501-0169, and require compliance of subcontractors with delegated authority for authorization of services with the requirements described in this section, and shall include a definition of "service authorization" that includes an enrollee's request for services.

11.3.4 The Contractor shall provide education and ongoing guidance to enrollees and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

providers about its UM protocols and level of care guidelines, including admission, continued stay and discharge criteria.

- 11.3.5 The Contractor shall have in effect mechanisms to ensure consistent application of UMP review criteria for authorization decisions (42 C.F.R. § 438.210(b)(1)(i)).
- 11.3.6 The Contractor shall consult with the requesting provider when appropriate (42 C.F.R. § 438.210(b)(2)(ii)).
- 11.3.7 The Contractor shall require that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by a health care professional who has appropriate clinical expertise in treating the enrollee's condition or disease (42 C.F.R. § 438.210(b)(3)).

11.3.7.1 In denying services, the Contractor will only deny a service as non-covered if HCA has determined that the service is non-covered under the fee-for-service program. For services that are excluded from this Contract, but are covered by HCA, the Contractor's denial will include directions to the enrollee about how to obtain the services through HCA and will direct the enrollee to those services and coordinate receipt of those services.

11.4 Timeframes for Authorization Decisions

- 11.4.1 The Contractor shall provide for the following timeframes for authorization decisions and notices:
 - 11.4.1.1 Denial of Payment that may result in Payment Liability. The authorization decision and notice is provided for the enrollee, at the time of any action affecting the claim.
 - 11.4.1.2 Termination, Suspension, or Reduction of Previously Authorized Services. The authorization decision and notice is provided ten (10) calendar days prior to such termination, suspension, or reduction, except in the following circumstances:
 - 11.4.1.2.1 The enrollee dies;
 - 11.4.1.2.2 The Contractor has a signed written enrollee statement requesting service termination or giving information requiring termination or reduction of services (where the enrollee understands that termination, reduction or suspension of services is the result of supplying this information);

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.4.1.2.3 The enrollee is admitted to an institution where he or she is ineligible for services;
 - 11.4.1.2.4 The enrollee's address is unknown and mail directed to him or her has no forwarding address;
 - 11.4.1.2.5 The enrollee has moved out of the Contractor's service area past the end of the month for which a premium was paid;
 - 11.4.1.2.6 The enrollee's PCP prescribes the change in the level of medical care;
 - 11.4.1.2.7 An adverse determination regard the preadmission screening for nursing facility was made; or
 - 11.4.1.2.8 The safety or health of individuals in the nursing facility would be endangered, the enrollee's health improves sufficiently to allow a more immediate transfer or discharge, and immediate transfer or discharge is required by the enrollee's urgent medical needs, or an enrollee has not resided in the nursing facility for thirty (30) calendar days (applies only to adverse actions for nursing facility transfers).
- 11.4.1.3 Standard authorizations for Health Care Services determinations: The authorization decisions are to be made and notices are to be provided as expeditiously as the enrollee's health condition requires, not to exceed five (5) calendar days following the receipt of the request for service. A possible extension of nine (9) additional calendar days (totaling no more than fourteen (14) calendar days from the receipt of request for services) is allowed if additional information is required and requested. The Contractor must make a decision to approve, deny, or request additional information from the provider within five (5) calendar days of the original receipt of the request (42 C.F.R. § 438.210(d)(1)).
- 11.4.1.3.1 A possible extension of up to fourteen (14) additional calendar days (not to exceed twenty-eight (28) calendar days total) is allowed under the following circumstances (42 C.F.R. § 438.210(d)(1)(i-ii)):
 - 11.4.1.3.1.1 The enrollee or the provider requests extensions; or
 - 11.4.1.3.1.2 The Contractor justifies and documents a need for additional information and how the extension is in the enrollee's interest.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.4.1.3.2 If the Contractor extends the timeframe past fourteen (14) calendar days of the receipt of the request for service:
 - 11.4.1.3.2.1 The Contractor shall provide the enrollee written notice within three business days of the Contractor's decision to extend the timeframe. The notice shall include the reason for the decision to extend the timeframe and inform the enrollee of the right to file a grievance if he or she disagrees with that decision.
 - 11.4.1.3.2.2 The Contractor shall issue and carry out its determination as expeditiously as the enrollee's health condition requires, and no later than the date the extension expires (42 C.F.R. § 438.404(c)(4)).
- 11.4.1.3.3 For service authorization decisions not reached within the timeframes specified in 42 C.F.R. § 438.404(c)(5) (which constitutes a denial and is thus an adverse action), authorization decisions are to be made and notices of action are to be provided no later than the date that the timeframes expire.
- 11.4.1.4 Authorization Determinations for Prescription or Over-the-Counter Drugs: All authorization determinations for prescriptions or over-the-counter drugs must be made no later than the following business day after receipt of the request for service unless additional information is required. Any additional information needed must be requested within one business day of the initial request for authorization and determinations must be made no later than one business day after receipt of the additional information. If the provider does not respond to the Contractor's request for additional information within three (3) business days of the request the Contractor must make a decision based on the information at hand.
- 11.4.1.5 Expedited Authorization Decisions: For cases in which a provider indicates, or the Contractor determines, that following the timeframe for standard authorization decisions could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the enrollee's health condition requires. If the lack of treatment may result in an emergency visit or emergency admission the decision must be made and the notice provided no later than twenty-four (24) hours after receipt of the request for service. For all other urgent requests for service the decision must be made and notice provided within

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

forty-eight (48) hours. The Contractor may extend the time period by up to fourteen (14) calendar days under the following circumstances (42 C.F.R. § 438.210(d)(2)):

- 11.4.1.5.1 The enrollee requests the extension; or
- 11.4.1.5.2 The Contractor justifies and documents a need for additional information and how the extension is in the enrollee's interest.
- 11.4.1.6 Concurrent Review Authorizations: The Contractor must make its determination within one (1) business day of receipt of the request for authorization.
 - 11.4.1.6.1 Requests to extend concurrent care review authorization determinations may be extended to within three (3) business days of the request of the authorization, if the Contractor has made at least one attempt to obtain needed clinical information within the initial one (1) business day after the request for authorization of additional days or services.
 - 11.4.1.6.2 Notification of the concurrent review determination shall be made within one (1) business day of the Contractor's decision.
 - 11.4.1.6.3 Expedited appeal timeframes apply to concurrent review requests.
- 11.4.1.7 Postservice Authorizations: For postservice authorizations, including pharmacy postservice decisions, the Contractor must make its determination within thirty (30) calendar days of receipt of the authorization request.
 - 11.4.1.7.1 The Contractor shall notify the enrollee in writing and the requesting provider either orally or in writing within three (3) business days of the Contractor's determination.
 - 11.4.1.7.2 Standard appeal timeframes apply to postservice denials.
 - 11.4.1.7.3 When postservice authorizations are approved they become effective the date the service was first administered.
- 11.4.1.8 Verified Enrollee Fraud: The Contractor shall give notice at least five (5) calendar days before the date of action when the action is a termination, suspension, or reduction of previously authorized Medicaid-covered services when enrollee fraud has been verified.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

11.5 Notification of Coverage and Authorization Determinations:

- 11.5.1 For all adverse determinations, the Contractor must notify the enrollee in writing and the requesting provider or facility orally or in writing. The Contractor must notify the parties, other than the enrollee, in advance whether it will provide notification by phone, mail, fax, or other means.
 - 11.5.1.1 Adverse Authorization Decisions Involving Expedited Authorization:
The Contractor must notify the enrollee in writing of the decision. For an adverse authorization decision involving an expedited authorization request the Contractor may initially provide notice orally.
 - 11.5.1.2 The Contractor shall notify the requesting provider and give the enrollee written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The notice shall meet the following requirements (42 C.F.R. § 438.210(c) and 438.404):
 - 11.5.1.2.1 The notice to the enrollee shall meet the requirements of the, Information Requirements for Enrollees and Potential Enrollees of this Contract to ensure ease of understanding.
 - 11.5.1.2.2 The notice shall be mailed as expeditiously as the enrollee's health condition requires and within three (3) business days of the Contractor's decision. In addition, for standard authorization decisions, the notice shall be mailed no later than fourteen (14) calendar days after receipt of the request for service. For expedited authorization decisions, the Contractor shall mail the written notice no later than three (3) working days after receipt of the request for service and also provide oral notice within the same timeframe. The Contractor may extend the notification timeframes according to the authorization determination extensions within this Contract. (42 C.F.R. § 438.210(d)(1-2)).
 - 11.5.1.2.3 The notice to the enrollee and provider shall explain the following (42 C.F.R. § 438.404(b)(1-3)(5-7)):
 - 11.5.1.2.3.1 The action the Contractor has taken or intends to take.
 - 11.5.1.2.3.2 The reasons for the action, in easily understood language, including citation to the Washington Administrative Code rules or any Contractor guidelines, protocols, or other criteria that were the basis of the decision.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.5.1.2.3.3 If applicable the notice must include information about alternative covered services/treatment which may be seen as a viable treatment option in lieu of denied services.
- 11.5.1.2.3.4 The enrollee and providers right to request and receive free of charge a copy of the rule, guideline, protocol or other criterion that was the basis for the decision.
- 11.5.1.2.3.5 A statement whether or not an enrollee has any liability for payment.
- 11.5.1.2.3.6 A toll free telephone number to call if the enrollee is billed for services.
- 11.5.1.2.3.7 The enrollee's or the provider's right to file an appeal and any deadlines applicable to the process.
- 11.5.1.2.3.8 The availability of Washington's designated ombudsman's office as referenced in the Affordable Care Act (Public Law 111-148).
- 11.5.1.2.3.9 If services are denied or authorized in a more limited scope than requested as non-covered, inform enrollees how to access the Exception to Rule (ETR) or Limitation Extension (LE) process including, but not limited to, the facts that an enrollee may appeal an action affecting his or her services and simultaneously request an ETR or LE to obtain the services that are the subject of the appeal, and that requesting an ETR or LE does not toll any deadlines applicable to the appeal process.
- 11.5.1.2.3.10 The procedures for exercising the enrollee's rights.
- 11.5.1.2.3.11 The circumstances under which expedited resolution is available and how to request it.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.5.1.2.3.12 The enrollee's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the enrollee may be required to pay for these services.
- 11.5.1.2.3.13 The enrollee's right to receive the Contractor's assistance with filing the appeal.
- 11.5.1.2.3.14 The enrollee's right to equal access to services for enrollees and potential enrollees with communications barriers and disabilities.
- 11.5.1.3 For all adverse authorization decisions, the Contractor shall provide written notification within seventy-two (72) hours of the decision (WAC 284-43-2000(6)(b)(ii)).
- 11.5.1.4 Untimely Service Authorization Decisions: When the Contractor does not reach service authorization decisions within the timeframes for either standard or expedited service authorizations it is considered a denial and thus, an adverse action. The Contractor shall issue a formal Notice of Action to the enrollee, including the enrollee's right to an appeal.
- 11.5.1.5 UM Authorization Turnaround Time Compliance Report: The Contractor will send a quarterly report to HCA by the last day of the month following the quarter that shall include:
 - 11.5.1.5.1 Monthly UM authorization determination data that demonstrates timeliness compliance rates separated into Standard, Pharmacy, Expedited, Concurrent Review, and Post-service timelines, including:
 - 11.5.1.5.1.1 Percentage compliance, including those in which the timeline is extended appropriately;
 - 11.5.1.5.1.2 Specific numbers of authorization determinations meeting contractual timeframes and the numbers of those that did not; and
 - 11.5.1.5.1.3 For those authorization determinations that did not meet contractual timeframes, the range of time to complete the authorization determinations.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 11.5.1.5.2 If UM authorization turnaround time compliance is below 90 percent in any month during the quarter for any of the authorization categories specified in this Contract, the report shall also include a narrative description of the Contractor's efforts before and after notification to HCA to address the problem.

11.6 Experimental and Investigational Services for Managed Care Enrollees

- 11.6.1 In determining whether a service that the Contractor considers experimental or investigational is medically necessary for an individual enrollee, the Contractor must have and follow policies and procedures that mirror the process for HCA's medical necessity determinations for its fee-for-service program described in WAC 182-501-0165, including the option to approve an investigational or experimental service when there is:
 - 11.6.1.1 a humanitarian device exemption for the requested service or device from the Food And Drug Administration (FDA); or
 - 11.6.1.2 a local institutional review board (IRB) protocol addressing issues of efficacy and safety of the requested service that satisfies both the HCA and the requesting provider.
- 11.6.2 Medical necessity decisions are to be made by a qualified healthcare professional and must be made for an individual enrollee based on that enrollee's health condition. The policies and procedures shall identify the persons responsible for such decisions. The policies and procedures and any criteria for making decisions shall be made available to HCA upon request.
- 11.6.3 Criteria to determine whether an experimental or investigational service is medically necessary shall be no more stringent for Medicaid enrollees than that applied to any other members.
- 11.6.4 An adverse determination made by the Contractor shall be subject to appeal through the Contractor's appeal process, hearing process and independent review in accordance with the Grievance System Section of this Contract.

11.7 Compliance with Office of the Insurance Commissioner Regulations

The Contractor shall comply with all Office of the Insurance Commissioner (OIC) regulations regarding utilization management and authorization of services unless those regulations are in direct conflict with Federal regulations. Where it is necessary to harmonize Federal and state regulations, HCA will direct such harmonization. If an OIC regulation changes during the Period of Performance of this Contract, HCA will determine whether and when to apply the regulation.

12 PROGRAM INTEGRITY

12.1 General Requirements

- 12.1.1 The Contractor shall have and comply with policies and procedures that guide

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

and require the Contractor and the Contractor's officers, employees, agents and subcontractors to comply with the requirements of this section.

12.1.2 The Contractor shall include Program Integrity requirements in its subcontracts and provider application, credentialing and recredentialing processes.

12.1.3 The following are relevant citations for Program Integrity compliance. The Contractor is expected to be familiar with, comply with, and require compliance with all regulations related to Program Integrity whether or not those regulations are listed.

12.1.3.1 Section 1902(a)(68) of the Social Security Act

12.1.3.2 42 C.F.R. § 438.610

12.1.3.3 42 C.F.R. § 455

12.1.3.4 42 C.F.R. § 1000 through 1008

12.1.3.5 Chapter 182-502A WAC

12.2 Program Integrity

The Contractor shall ensure compliance with the program integrity provisions of this Contract, including proper payments to providers or subcontractors and methods for detection of fraud, waste, and abuse.

12.2.1 The Contractor shall have a staff person dedicated to working collaboratively with HCA on program integrity issues. This will include the following:

12.2.1.1 Participation in MCO-specific, quarterly program integrity meetings with HCA following the submission of the quarterly allegation log defined in Subsection 12.10, Reporting, of this Contract. Discussion at these meetings shall include but not be limited to case development and monitoring.

12.2.1.2 Participation in a bi-annual Contractor-wide forum to discuss best practices, performance metrics, provider risk assessments, analytics, and lessons learned.

12.2.1.3 Quality control and review of encounter data submitted to HCA.

12.2.2 The Contractor shall perform ongoing analysis of its utilization, claims, billing, and/or encounter data to detect overpayments, and shall perform audits and investigations of subcontractor providers and provider entities. This may include audits against all State-funded claims including Medicaid and CHIP. For the purposes of this Subsection, "overpayment" means a payment from the Contractor to a provider or subcontractor to which the provider or subcontractor is not entitled by law, rule, or contract, including amounts in dispute.

12.2.2.1 When the Contractor or the State identifies an overpayment, it will be considered an obligation, as defined at RCW 74.09.220, and the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

funds must be recovered by and/or returned to the State or the Contractor.

- 12.2.2.2 To maintain compliance with regulations found in Section 1128J(d) of the Social Security Act, overpayments that are not recovered by or returned to the Contractor within sixty (60) calendar days from the date they were identified and known by the State and/or the Contractor, such overpayments may be recovered by HCA.

12.3 Disclosure by Managed Care Organization: Information on Ownership and Control

The Contractor must provide to HCA the following disclosures (42 C.F.R. § 455.103, 42 C.F.R § 455.104(b), 1903(m)(2)(A)(viii), 1124(a)(2)(A)):

- 12.3.1 The identification of any person or corporation with a direct, indirect or combined direct/indirect ownership interest of five percent (5%) or more of the Contractor's equity (or, in the case of a subcontractor's disclosure, five percent (5%) or more of the subcontractor's equity);
- 12.3.2 The identification of any person or corporation with an ownership interest of five percent (5%) or more of any mortgage, deed of trust, note or other obligation secured by the Contractor if that interest equals at least five percent (5%) of the value of the Contractor's assets (or, in the case of a subcontractor's disclosure, a corresponding obligation secured by the subcontractor equal to five percent (5%) of the subcontractor's assets);
- 12.3.3 The name, address, date of birth, and Social Security Number of any managing employee of the managed care organization. For the purposes of this Subsection "managing employee" means a general manager, business manager, administrator, corporate officer, director (i.e. member of the board of directors), or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency.
- 12.3.4 The disclosures must include the following:
 - 12.3.4.1 The name, address, and financial statement(s) of any person (individual or corporation) that has five percent (5%) or more ownership or control interest in the Contractor.
 - 12.3.4.2 The name and address of any person (individual or corporation) that has five percent (5%) or more ownership or control interest in any of the Contractor's subcontractors.
 - 12.3.4.3 Indicate whether the individual/entity with an ownership or control interest is related to any other Contractor's employee such as a spouse, parent, child, or siblings; or is related to one of the Contractor's officers, directors or other owners.
 - 12.3.4.4 Indicate whether the individual/entity with an ownership or control interest owns five percent (5%) or greater in any other organizations.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 12.3.4.5 The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- 12.3.4.6 Date of birth and Social Security Number (in the case of an individual).
- 12.3.4.7 Other tax identification number (in the case of a corporation) with an ownership or control interest in the managed care organization or its subcontractor.
- 12.3.5 The Contractor must terminate or deny network participation if the provider, or any person with five percent (5%) or greater direct or indirect ownership interest in the provider, fails to submit sets of fingerprints in a form and manner to be determined by HCA within thirty (30) calendar days when requested by HCA or any authorized federal agency..
- 12.3.6 Disclosures from the Contractor are due to HCA at any of the following times:
 - 12.3.6.1 When the Contractor submits a proposal in accordance with an HCA procurement process.
 - 12.3.6.2 When the Contractor executes the Contract with HCA.
 - 12.3.6.3 Upon renewal or extension of the Contract.
 - 12.3.6.4 Within thirty-five (35) calendar days after any change in ownership of the Contractor. The Contractor shall report the change on HCA PIR005 – WA MCO Ownership Change Reporting Template.
 - 12.3.6.5 Upon request by HCA.
- 12.4 **Disclosure by Managed Care Organization: Information on Ownership and Control, Subcontractors and Providers**
 - 12.4.1 The Contractor shall include the following provisions in its written agreements with all subcontractors and providers who are not individual practitioners or a group of practitioners:
 - 12.4.1.1 Requiring the subcontractor or provider to disclose to the MCO upon contract execution [42 C.F.R. § 455.104(c)(1)(ii)], upon request during the re-validation of enrollment process under 42 C.F.R. § 455.414 [42 C.F.R. § 455.104(c)(1)(iii)], and within thirty-five (35) business days after any change in ownership of the subcontractor or provider 42 C.F.R. § 455.104(c)(1)(iv).
 - 12.4.1.2 The name and address of any person (individual or corporation) with an ownership or control interest in the subcontractor or provider. 42 C.F.R. § 455.104(b)(1)(i).
 - 12.4.1.3 If the subcontractor or provider is a corporate entity, the disclosure must include primary business address, every business location, and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

P.O. Box address. 42 C.F.R. § 455.104(b)(1)(i).

- 12.4.1.4 If the subcontractor or provider has corporate ownership, the tax identification number of the corporate owner(s). 42 C.F.R. § 455.104(b)(1)(iii).
- 12.4.1.5 If the subcontractor or provider is an individual, date of birth and Social Security Number. 42 C.F.R. § 455.104(b)(1)(ii).
- 12.4.1.6 If the subcontractor or provider has a five percent (5%) ownership interest in any of its subcontractors, the tax identification number of the subcontractor(s). 42 C.F.R. § 455.104(b)(1)(iii).
- 12.4.1.7 Whether any person with an ownership or control interest in the subcontractor or provider is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in the subcontractor/provider. 42 C.F.R. § 455.104(b)(2).
- 12.4.1.8 If the subcontractor or provider has a five percent (5%) ownership interest in any of its subcontractors, whether any person with an ownership or control interest in such subcontractor is related by marriage or blood as a spouse, parent, child, or sibling to any other person with an ownership or control interest in the subcontractor or provider. 42 C.F.R. § 455.104(b)(2).
- 12.4.1.9 Whether any person with an ownership or control interest in the subcontractor/provider also has an ownership or control interest in any other Medicaid provider, in the state's fiscal provider or in any managed care entity. 42 C.F.R. § 455.104(b)(4).
- 12.4.2 Upon request, the Contractor and the Contractor's subcontractors shall furnish to HCA, within thirty-five (35) calendar days of the request, full and complete business transaction information as follows:
 - 12.4.2.1 The ownership of any subcontractor with whom the Contractor or subcontractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request.
 - 12.4.2.2 Any significant business transactions between the Contractor or subcontractor and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- 12.4.3 Upon request, the Contractor and the Contractor's subcontractors shall furnish to the Washington Secretary of State, the Secretary of the US Department of Health and Human Services, the Inspector General of the US Department of Health and Human Services, the Washington State Auditor, the Comptroller of the Currency, and HCA a description of the transaction between the Contractor and the other

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

party of interest within thirty-five (35) calendar days of the request, including the following transactions 42 C.F.R. § 438.50(c)(1):

- 12.4.3.1 A description of transactions between the Contractor and a party in interest (as defined in section 1318(b) of the Public Health Service Act), including the following:
 - 12.4.3.1.1 Any sale or exchange, or leasing of any property between the Contractor and such a party.
 - 12.4.3.1.2 Any furnishing for consideration of goods, services (including management services), or facilities between the Contractor and such a party but not including salaries paid to employees for services provided in the normal course of their employment.
 - 12.4.3.1.3 Any lending of money or other extension of credit between the Contractor and such a party. (1903(m)(4)(B); 42 C.F.R. § 438.50(c)(1)).

12.5 Information on Persons Convicted of Crimes

The Contractor shall include the following provisions in its written agreements with all subcontractors and providers who are not individual practitioners or a group of practitioners:

- 12.5.1 Requiring the subcontractor/provider to investigate and disclose to the MCO, at contract execution or renewal, and upon request by the MCO of the identified person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs and who is [42 C.F.R. § 455.106(a)]:
 - 12.5.1.1 A person who has an ownership or control interest in the subcontractor or provider. 42 C.F.R. § 455.106(a)(1).
 - 12.5.1.2 An agent or person who has been delegated the authority to obligate or act on behalf of the subcontractor or provider. 42 C.F.R. § 455.101; 42 C.F.R. 455.106(a)(1).
 - 12.5.1.3 An agent, managing employee, general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of, the subcontractor or provider. 42 C.F.R. § 455.101; 42 C.F.R. § 455.106(a)(2).

12.6 Fraud, Waste and Abuse (FW and A)

The Contractor's Fraud, Waste and Abuse program shall have:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 12.6.1 A process to inform officers, employees, agents and subcontractors regarding the False Claims Act.
- 12.6.2 Administrative and management arrangements or procedures, and a mandatory compliance plan.
- 12.6.3 Standards of conduct that articulate the Contractor's commitment to comply with all applicable federal and state standards.
- 12.6.4 The designation of a compliance officer and a compliance committee that is accountable to senior management.
- 12.6.5 Effective Fraud, Waste and Abuse training for all affected parties.
- 12.6.6 Effective lines of communication between the compliance officer and the Contractor's staff and subcontractors.
- 12.6.7 Enforcement of standards through well-publicized disciplinary guidelines.
- 12.6.8 Provision for internal monitoring and auditing.
- 12.6.9 Provision for prompt response to detected offenses, and for development of corrective action initiatives.
- 12.6.10 Provision of detailed information to employees and subcontractors regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a)(68) of the Social Security Act and the Washington false claims statutes, Chapter 74.66 RCW and RCW 74.09.210.
- 12.6.11 Provision for full cooperation with any federal, HCA or Attorney General Medicaid Fraud Control Unit (MFCU) investigation including promptly supplying all data and information requested for the investigation.
- 12.6.12 Verification that services billed by providers were actually provided to enrollees. The Contractor may use explanation of benefits (EOB) for such verification only if the Contractor suppresses EOBs that would be a violation of enrollee confidentiality requirements for women's healthcare, family planning, sexually transmitted diseases, and behavioral health services (42 C.F.R. § 455.20).

12.7 Referrals of Credible Allegations of Fraud and Provider Payment Suspensions

The Contractor shall establish policies and procedures for MFCU referrals on credible allegations of fraud and for payment suspension when the Contractor determines there is a credible allegation of fraud.(42 C.F.R § 455.23).

- 12.7.1 When the Contractor has concluded that a credible allegation of fraud exists, the Contractor shall make a fraud referral to MFCU and HCA within five (5) business days of the determination. The referral must be sent to MFCUreferrals@atq.wa.gov with copies to HotTips@hca.wa.gov. The Contractor shall report using HCA PIR007-WA Fraud, Waste and Abuse Reporting Template.
- 12.7.2 If HCA, MFCU or other law enforcement agency accepts the allegation for investigation, HCA shall notify the Contractor's compliance officers within two (2) business days of the acceptance notification, along with a directive to suspend

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

payment to the affected provider(s) if it is determined that suspension will not impair MFCU's or law enforcement's investigation. HCA shall notify the Contractor if the referral is declined for investigation. If HCA, MFCU, or other law enforcement agencies decline to investigate the fraud referral, the Contractor may proceed with its own investigation and comply with the reporting requirements contained in this Subsection 12.7.

- 12.7.3 Upon receipt of notification from HCA, the Contractor shall send notice of the decision to suspend program payments to the provider within the following timeframes:
 - 12.7.3.1 Within five (5) calendar days of taking such action unless requested in writing by HCA, the Medicaid Fraud Control Unit (MFCU), or law enforcement agency to temporarily withhold such notice.
 - 12.7.3.2 Within thirty (30) calendar days if requested by HCA, MFCU, or law enforcement in writing to delay sending such notice. The request for delay may be renewed in writing no more than twice and in no event may the delay exceed ninety (90) calendar days.
- 12.7.4 The notice must include or address all of the following (42 C.F.R. § 455.23(2)):
 - 12.7.4.1 State that payments are being suspended in accordance with this provision;
 - 12.7.4.2 Set forth the general allegations as to the nature of the suspension action. The notice need not disclose any specific information concerning an ongoing investigation;
 - 12.7.4.3 State that the suspension is for a temporary period and cite the circumstances under which the suspension will be lifted;
 - 12.7.4.4 Specify, when applicable, to which type or types of claims or business units the payment suspension relates; and
 - 12.7.4.5 Where applicable and appropriate, Inform the provider of any appeal rights available to this provider, along with the provider's right to submit written evidence for consideration by the Contractor.
- 12.7.5 All suspension of payment actions under this section will be temporary and will not continue after either of the following:
 - 12.7.5.1 It is determined by HCA, MFCU, or law enforcement that there is insufficient evidence of fraud by the provider; or
 - 12.7.5.2 Legal proceedings related to the provider's alleged fraud are completed and the allegation of fraud was not upheld.
- 12.7.6 The Contractor must document in writing the termination of a payment suspension and issue a notice of the termination to the provider and to HCA.
- 12.7.7 The Contractor and/or HCA may find that good cause exists not to suspend

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

payments, in whole or in part, or not to continue a payment suspension previously imposed, to an individual or entity against which there is an investigation of a credible allegation of fraud if any of the following are applicable:

- 12.7.7.1 MFCU or other law enforcement officials have specifically requested that a payment suspension not be imposed because such a payment suspension may compromise or jeopardize an investigation.
- 12.7.7.2 Other available remedies are implemented by the Contractor, after HCA approves remedy, that more effectively or quickly protect Medicaid funds.
- 12.7.7.3 The Contractor determines, based upon the submission of written evidence by the individual or entity that is the subject of the payment suspension, there is no longer a credible allegation of fraud and that the suspension should be removed. The Contractor shall review evidence submitted by the provider and submit it with a recommendation to HCA. HCA shall direct the Contractor to continue, reduce or remove the payment suspension within thirty (30) calendar days of having received the evidence.
- 12.7.7.4 Enrollee access to items or services would be jeopardized by a payment suspension because of either of the following:
 - 12.7.7.4.1 An individual or entity is the sole community physician or the sole source of essential specialized services in a community.
 - 12.7.7.4.2 The individual or entity serves a large number of enrollees within a federal Health Resources and Services Administration (HRSA) designated medically underserved area.
- 12.7.7.5 MFCU or law enforcement declines to certify that a matter continues to be under investigation.
- 12.7.7.6 HCA determines that payment suspension is not in the best interests of the Medicaid program.
- 12.7.8 The Contractor shall maintain for a minimum of six (6) years from the date of issuance all materials documenting:
 - 12.7.8.1 Details of payment suspensions that were imposed in whole or in part;
 - 12.7.8.2 Each instance when a payment suspension was not imposed or was discontinued for good cause.
- 12.7.9 If the Contractor fails to suspend payments to an entity or individual for whom there is a pending investigation of a credible allegation of fraud without good cause, and HCA directed the Contractor to suspend payments, HCA may impose

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

sanctions in accord with the Sanctions Subsection of this Contract.

- 12.7.10 If any government entity, either from restitutions, recoveries, penalties or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity, the entirety of such monetary recovery belongs exclusively to the State of Washington and the Contractor has no claim to any portion of this recovery.
- 12.7.11 Furthermore, the Contractor is fully subrogated, and shall require its subcontractors to agree to subrogate, to the State of Washington for all criminal, civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the Contractor or subcontractor has or may have against any entity that directly or indirectly receives funds under this Contract including, but not limited to, any health care provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services.
- 12.7.12 Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.
- 12.7.13 For the purposes of this Section, "subrogation" means the right of any State of Washington government entity or local law enforcement to stand in the place of a Contractor or client in the collection against a third party.

12.8 Investigations

- 12.8.1 The Contractor shall cooperate with all state and federal agencies that investigate fraud, waste and abuse.
- 12.8.2 The Contractor shall suspend its own investigation and all program integrity activities if notified in writing to do so by any applicable state or federal agency (i.e., MFCU, DOH, OIG, CMS).
- 12.8.3 The Contractor shall maintain all records, documents and claim data for enrollees, providers and subcontractors who are under investigation by any state or federal agency in accordance with retention rules or until the investigation is complete and the case is closed by the investigating state or federal agency.
- 12.8.4 The Contractor shall comply with directives resulting from the state or federal agency investigations.
- 12.8.5 The Contractor shall request a refund from a third-party payor, provider or subcontractor when an investigation indicates that such a refund is due. These refunds must be reported to HCA as overpayments.

12.9 Excluded Individuals and Entities

The Contractor is prohibited from paying with funds received under this Contract for goods and services furnished by an excluded person, at the medical direction or on the prescription of an excluded person. The Contractor shall notify the suppliers of the excluded individual and allow the suppliers a fifteen (15) day grace period from the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

notification to stop all prescription fills. (Social Security Act (SSA) section 1903(i)(2) of the Act; 42 C.F.R. § 455.104, 42 C.F.R. § 455.106, and 42 C.F.R. § 1001.1901(b)).

12.9.1 The Contractor shall monitor for excluded individuals and entities by:

12.9.1.1 Screening Contractor and subcontractor individuals and entities with an ownership or control interest during the initial provider application, credentialing and recredentialing processes and prior to entering into a contractual or other relationship where the individual or entity would benefit directly or indirectly from funds received under this Contract and payable by a federal health care program.

12.9.1.2 Screening individuals during the initial provider application, credentialing and recredentialing process and before entering into a contractual or other relationship where the individual would benefit directly or indirectly from funds received under this Contract or payable by a federal health care program.

12.9.1.3 Screening the LEIE and SAM lists monthly by the 15th of each month for all Contractor and subcontractor individuals and entities with an ownership or control interest, individuals defined as affiliates, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a)(1), and individuals that would benefit from funds received under this Contract for newly added excluded individuals and entities. 42 C.F.R. § 438.610(a), 42 C.F.R. § 438.610(b), SMD letter 2/20/98).

12.9.2 The Contractor will not make any payments for goods or services that directly or indirectly benefit any excluded individual or entity effective with the date of exclusion. The Contractor will immediately recover any payments for goods and services that benefit excluded individuals and entities that it discovers.

12.9.3 The Contractor shall immediately terminate any employment, contractual and control relationships with any excluded individual or entity discovered during its provider screening processes, including the provider application, credentialing and recredentialing, and shall report these individuals and entities within ten (10) business days of discovery.

12.9.4 Civil monetary penalties may be imposed against the Contractor if it employs or enters into a contract with an excluded individual or entity to provide goods or services to enrollees. (SSA section 1128A(a)(6) and 42 C.F.R. § 1003.102(a)(2)).

12.9.5 An individual or entity is considered to have an ownership or control interest if they have direct or indirect ownership of 5 percent or more, or are a managing employee (e.g., a general manager, business manager, administrator, or director) who exercises operational or managerial control, or who directly or indirectly conducts day-to-day operations (SSA section 1126(b), 42 C.F.R. § 455.104(a), and 42 C.F.R. § 1001.1001(a)(1)).

12.9.6 In addition, if HCA notifies the Contractor that an individual or entity is excluded from participation by HCA, the Contractor shall terminate all beneficial, employment, and contractual and control relationships with the excluded

THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM APRIL 2016 THROUGH JULY 2016 (Amendment #1).

individual or entity immediately (WAC 182-502-0030).

- 12.9.7 The HCA will validate that the Contractor is conducting all screenings required by this Section during its annual monitoring review.

12.10 Reporting

- 12.10.1 All Program Integrity notification and reporting to HCA shall be in accordance with the provisions of the General Terms and Conditions of this Contract unless otherwise specified herein.
- 12.10.2 All Program Integrity notification and reports must be sent to ProgramIntegrity@hca.wa.gov unless otherwise instructed in this Section and/or within the notification form or report templates. See table below of listing of notification forms and reports and their respective due dates:

<u>DELIVERABLES</u>	<u>FREQUENCY</u>	<u>DUE DATE</u>
Annual Integrity Plan	Annual	60 days after the execution of the new contract or extension of the contract.
Records	On Request, or while On-site	Within three (3) business days from the date of the request unless otherwise specified by HCA.
PIR001 – Annual Program Integrity Report	Annual	Sixty (60) calendar days after the end of the calendar year.
PIR002 – WA Quarterly Recoveries Reporting Form	Quarterly	30th of the following month after quarter ends.
PIR003 – WA Quarterly Allegation Log	Quarterly	30th of the following month after quarter ends.
PIR004 – WA MCO Provider Involuntary Termination Reporting Form	Monthly	15th of the following month.
PIR005 – WA MCO Ownership Change Reporting Form	Ad Hoc	Within thirty five (35) days of an owner change
PIR006 – WA Excluded Individual Reporting Form	Ad Hoc	Within five (5) business days from the date of discovery.
PIR007 – WA Fraud Referral Form	Ad Hoc	Within five (5) business days from the date of determining a credible allegation of fraud exists.

- 12.10.3 Quarterly Allegation Log: Notwithstanding the obligation to report suspicions of provider and subcontractor fraud directly to MFCU and HCA as required under 12.10.1 of this Section, the Contractor shall, on a quarterly basis (April, July, October, and January), submit to HCA, in a format determined by HCA, a report of all allegations of provider and subcontractor fraud received and reviewed by the Contractor during the previous quarter. The Quarterly Allegation Log shall be reported using HCA PIR003- WA Quarterly Allegation

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

Log Template.

- 12.10.4 On a quarterly basis, the Contractor shall submit to HCA using HCA PIR002 Overpayments Identified and/or Recovery Report Template. This report shall include any overpayments identified and/or recovered by the Contractor during the course of its program integrity activities. It is understood that identified overpayments may not be recovered during the same reporting time period.
- 12.10.5 On an annual basis, the Contractor shall submit to HCA:
 - 12.10.5.1 A completed HCA PIR001 – WA Annual Program Integrity Report. See subsection 12.10.2 for the specific due date.
 - 12.10.5.2 A completed Annual Integrity Plan of the activities the Contractor plans for the upcoming year. The plan shall include all provider and service-specific activities such as algorithms and audits. See subsection 12.10.2 for the specific due date.
- 12.10.6 If the Contractor suspects client/member/enrollee fraud:
 - 12.10.6.1 The Contractor shall notify the HCA Office of Medicaid Eligibility and Policy (OMEP) of any cases in which the Contractor believes there is a serious likelihood of enrollee fraud by:
 - 12.10.6.1.1 Sending an email to WAHeligibilityfraud@hca.wa.gov; or
 - 12.10.6.1.2 Calling the Office of Medicaid Eligibility and Policy at 360-725-0934 and leave a detailed voice mail message; or
 - 12.10.6.1.3 Mailing a written referral to:

Health Care Authority
Attention: OMEP
P.O. Box 45534
Olympia, WA 98504-5534
 - Or
 - 12.10.6.1.4 Faxing the written complaint to Attention Washington Apple Health Eligibility Fraud at 360-725-1158;
- 12.10.7 Any excluded individuals and entities discovered in the screening described in the Fraud, Waste and Abuse Subsection of this Contract, including the provider application, credentialing and recredentialing processes, must be reported to HCA within five (5) business days of discovery. The identified excluded individual/entities shall be reported using HCA PIR006- WA Excluded Individual Template.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 12.10.8 The Contractor is responsible for investigating enrollee fraud, waste and abuse and referring enrollee fraud to HCA OMEP. The Contractor shall provide initial allegations, investigations and resolutions of enrollee fraud to HCA OMEP.
- 12.10.9 The Contractor shall investigate and disclose to HCA, at contract execution or renewal, and upon request of HCA, the identity of any person who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XXI services program since the inception of those programs and who is an agent or person who has been delegated the authority to obligate or act on behalf of the Contractor.
- 12.10.10 The Contractor shall submit to HCA a monthly report of the identified excluded individuals/entities in the LEIE and the SAM database.
- 12.10.11 The Contractor shall submit to HCA a monthly List of Involuntary Terminations Report including providers terminated due to sanction, invalid licenses, services, billing, data mining, investigation and any related program integrity involuntary termination. The report must be completed using HCA PIR004 – WA MCO Provider Involuntary Termination Reporting Template.

12.11 Access to Records and On-site Inspections

- 12.11.1 Upon request, the Contractor and the Contractor's providers and subcontractors shall allow HCA or any authorized state or federal agency or duly authorized representative with access to the Contractor's and the Contractor's providers and subcontractors premises during normal business hours to inspect, review, audit, investigate, monitor or otherwise evaluate the performance of the Contractor and its providers and subcontractors. The Contractor and its providers and subcontractors shall forthwith produce all records, documents, or other data requested as part of such inspection, review, audit, investigation, monitoring or evaluation. Copies of records and documents shall be made at no cost to the requesting agency. (42 C.F.R. § 455.21(a)(2); 42 C.F.R. § 431.107(b)(2)). A record includes but is not limited to:
 - 12.11.1.1 Medical records;
 - 12.11.1.2 Billing records;
 - 12.11.1.3 Financial records;
 - 12.11.1.4 Any record related to services rendered, quality, appropriateness, and timeliness of service;
 - 12.11.1.5 Any record relevant to an administrative, civil or criminal investigation or prosecution; and
 - 12.11.1.6 Any record of a Contractor-paid claim or encounter, or a Contractor-denied claim or encounter.
- 12.11.2 Upon request, the Contractor, its provider or subcontractor shall provide and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

make staff available to assist in such inspection, review, audit, investigation, monitoring or evaluation, including the provision of adequate space on the premises to reasonably accommodate HCA or other state or federal agency.

12.12 Affiliations with Debarred or Suspended Persons

Pursuant to Section 1932(d)(1)(A) of the SSA (42 U.S.C. § 1396u-2(d)(1)(A)):

- 12.12.1 The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) of the Contractor's equity who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
- 12.12.2 The Contractor shall not knowingly have a director, officer, partner, or person with beneficial ownership of more than five percent (5%) percent of the Contractor's equity who is affiliated with another person who has been debarred or suspended from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.
- 12.12.3 The Contractor shall not have an employment, consulting, or any other agreement with a debarred or suspended person or entity for the provision of items or services that are significant and material to this Contract.
- 12.12.4 The Contractor shall agree and certify it does not employ or contract, directly or indirectly, with:
 - 12.12.4.1 Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 (42 U.S.C. § 1320a-7) or 1128A (42 U.S.C. § 1320a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;
 - 12.12.4.2 Any individual or entity discharged or suspended from doing business with the HCA; or
 - 12.12.4.3 Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.

13 GRIEVANCE SYSTEM

13.1 General Requirements

The Contractor shall have a grievance system which complies with the requirements of 42 C.F.R. § 438 Subpart F and Chapters 182-538, 182-526, and 284-43 WAC, insofar as

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

those WACs are not in conflict with 42 C.F.R. § 438 Subpart F. The grievance system shall include a grievance process, an appeal process, access to independent review, and access to the hearing process. NOTE: Provider claim disputes initiated by the provider are not subject to this Section.

- 13.1.1 The Contractor shall have policies and procedures addressing the grievance system, which comply with the requirements of this Contract. HCA must approve, in writing, all grievance system policies and procedures and related notices to enrollees regarding the grievance system.
- 13.1.2 The Contractor shall give enrollees any reasonable assistance necessary in completing forms and other procedural steps for grievances and appeals (42 C.F.R. § 438.406(a)(1) and WAC 284-43-4020(2)(d)).
- 13.1.3 The Contractor shall acknowledge receipt of each grievance, either orally or in writing, within two (2) business days.
- 13.1.4 The Contractor shall acknowledge in writing, the receipt of each appeal. The Contractor shall provide the written notice to both the enrollee and requesting provider within seventy-two (72) hours of receipt of the appeal. (42 C.F.R. § 438.406(a)(2) and (WAC 284-43-4040).
- 13.1.5 The Contractor shall ensure that decision makers on grievances and appeals were not involved in previous levels of review or decision-making (42 C.F.R. § 438.406(a)(3)(i)).
- 13.1.6 A physician, doctoral level psychologist, certified addiction medicine specialist, or pharmacist, as appropriate, shall review any behavioral health appeal of care based on medical necessity.
- 13.1.7 Decisions regarding grievances and appeals shall be made by health care professionals with clinical expertise in treating the enrollee's condition or disease if any of the following apply (42 C.F.R. § 438.406(a)(3)(ii)):
 - 13.1.7.1 If the enrollee is appealing an action concerning medical necessity, including any decision to not authorize the service in an amount, duration or scope less than requested.
 - 13.1.7.2 If an enrollee grievance concerns a denial of expedited resolution of an appeal.
 - 13.1.7.3 If the grievance or appeal involves any clinical issues.
- 13.1.8 For the grievance process, a foster care enrollee's authorized representative includes the SSS/social worker, caregiver, Fostering Well-Being Care Coordination Unit staff member, or otherwise court-ordered representative.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

13.2 Grievance Process

The following requirements are specific to the grievance process:

- 13.2.1 Only an enrollee or the enrollee's authorized representative may file a grievance with the Contractor; a provider may not file a grievance on behalf of an enrollee (42 C.F.R. § 438.402(b)(3)) unless the provider is acting on behalf of the enrollee and with the enrollee's written consent.
- 13.2.2 Enrollee grievances must be filed with the Contractor, not with HCA. HCA will forward any grievance received by HCA to the Contractor for resolution.
- 13.2.3 The Contractor shall accept, document, record, and process grievances forwarded by HCA. The Contractor shall provide a written response to HCA within three (3) business days to any constituent grievance. For the purpose of this Subsection, "constituent grievance" means a complaint or request for information from any state or federal elected official or any state or federal agency director or designee.
- 13.2.4 The Contractor shall assist the enrollee with all grievance and appeal processes (WAC 284-43-4020(2)(d)).
- 13.2.5 The Contractor shall cooperate with any representative authorized in writing by the covered enrollee (WAC 284-43-4020(2)(e)).
- 13.2.6 The Contractor shall consider all information submitted by the covered person or representative (WAC 284-43-4020(2)(f)).
- 13.2.7 The Contractor shall investigate and resolve all grievances whether received orally or in writing (WAC 284-43-4020(g)). The Contractor shall not require an enrollee or his/her authorized representative to provide written follow-up for a grievance or appeal the Contractor received orally.
- 13.2.8 The Contractor shall complete the disposition of a grievance and notice to the affected parties as expeditiously as the enrollee's health condition requires, but no later than forty-five (45) calendar days from receipt of the grievance.
- 13.2.9 The Contractor shall provide information on the covered person's right to obtain a second opinion (WAC 284-43-4020(2)(h)).
- 13.2.10 The Contractor must notify enrollees of the disposition of grievances within five (5) business days of determination. The notification may be orally or in writing for grievances not involving clinical issues. Notices of disposition for clinical issues must be in writing.
- 13.2.11 Enrollees do not have the right to a hearing in regard to the disposition of a grievance.

13.3 Appeal Process

The following requirements are specific to the appeal process:

- 13.3.1 An enrollee, the enrollee's authorized representative, or a provider acting on behalf of the enrollee and with the enrollee's written consent, may appeal a Contractor action (42 C.F.R. § 438.402(b)(1)(ii)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

13.3.1.1 If a provider has requested an appeal on behalf of an enrollee, but without the enrollee's written consent, the Contractor shall not dismiss the appeal without first contacting the enrollee within five (5) calendar days of receipt of the provider's request, informing the enrollee that an appeal has been made on the enrollee's behalf, and then asking if the enrollee would like to continue the appeal.

If the enrollee does wish to continue the appeal, the MCO shall obtain from the enrollee a written consent for the appeal. If the enrollee does not wish to continue the appeal, the MCO shall formally dismiss the appeal, in writing, with appropriate enrollee appeal rights and by delivering a copy of the dismissal to the provider as well as the enrollee.

13.3.1.2 For expedited appeals, the Contractor may bypass the requirement for enrollee written consent and obtain enrollee oral consent. The enrollee's oral consent shall be documented in the Contractor's UMP records.

13.3.2 If HCA receives a request to appeal an action of the Contractor, HCA will forward relevant information to the Contractor and the Contractor will contact the enrollee.

13.3.3 For appeals of standard service authorization decisions, an enrollee, or a provider acting on behalf of the enrollee, must file an appeal, either orally or in writing, within ninety (90) calendar days of the date on the Contractor's notice of action. This also applies to an enrollee's request for an expedited appeal (42 C.F.R. § 438.402(b)(2) and WAC 182-538-110).

13.3.4 For appeals for termination, suspension, or reduction of previously authorized services when the enrollee requests continuation of such services, an enrollee must file an appeal within ten (10) calendar days of the date of the Contractor's mailing of the notice of action. If the enrollee is notified in a timely manner and the enrollee's request for continuation of services is not timely, the Contractor is not obligated to continue services and the timeframes for appeals of standard resolution apply (42 C.F.R. § 438.420 and WAC 182-538-110).

13.3.5 Oral inquiries seeking to appeal an action shall be treated as appeals and be confirmed in writing, unless the enrollee or provider requests an expedited resolution (42 C.F.R. § 438.406(b)(1)). The appeal acknowledgement letter sent by the MCO to an enrollee shall serve as written confirmation of an appeal filed orally by an enrollee.

13.3.6 The appeal process shall provide the enrollee a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. The Contractor shall inform the enrollee of the limited time available for this in the case of expedited resolution (42 C.F.R. § 438.406(b)(2)).

13.3.7 The appeal process shall provide the enrollee and the enrollee's representative opportunity, before and during the appeals process, to examine the enrollee's case file, including medical records, and any other documents and records considered during the appeal process (42 C.F.R. § 438.406(b)(3)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 13.3.8 The appeal process shall include as parties to the appeal, the enrollee and the enrollee's representative, or the legal representative of the deceased enrollee's estate (42 C.F.R. § 438.406(b)(4)).
- 13.3.9 In any appeal of an action by a subcontractor, the Contractor or its subcontractor shall apply the Contractor's own clinical practice guidelines, standards, protocols, or other criteria that pertain to authorizing specific services.
- 13.3.10 The Contractor shall resolve each appeal and provide notice, as expeditiously as the enrollee's health condition requires, within the following timeframes (42 C.F.R. § 438.408(b)(2)-(3)):
 - 13.3.10.1 For standard resolution of appeals and for appeals for termination, suspension or reduction of previously authorized services a decision must be made within fourteen (14) calendar days after receipt of the appeal, unless the Contractor notifies the enrollee that an extension is necessary to complete the appeal; however, the extension cannot delay the decision beyond twenty-eight (28) calendar days of the request for appeal, without the informed written consent of the enrollee. In all circumstances the appeal determination must not be extended beyond forty-five (45) calendar days from the day the Contractor receives the appeal request.
 - 13.3.10.2 For any extension not requested by an enrollee, the Contractor must give the enrollee written notice of the reason for the delay.
 - 13.3.10.3 For expedited resolution of appeals or appeals of mental health drug authorization decisions, including notice to the affected parties, no longer than three (3) calendar days after the Contractor receives the appeal.
- 13.3.11 The Contractor shall provide notice of resolution of the appeal in a language and format which may be understood by the enrollee. The notice of the resolution of the appeal shall:
 - 13.3.11.1 Be in writing and sent to the enrollee and the requesting provider. For notice of an expedited resolution, the Contractor shall also make reasonable efforts to provide oral notice (42 C.F.R. § 438.408(d)).
 - 13.3.11.2 Include the date completed and reasons for the determination in easily understood language (42 C.F.R. § 438.408(e)).
 - 13.3.11.3 Include a written statement of the clinical rationale for the decision, including how the requesting provider or enrollee may obtain the UMP clinical review or decision-making criteria.
 - 13.3.11.4 For appeals not resolved wholly in favor of the enrollee (42 C.F.R. § 438.408(e)(2)):
 - 13.3.11.4.1 Include information on the enrollee's right to request a hearing and how to do so.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

13.3.11.4.2 Include information on the enrollee's right to receive services while the hearing is pending and how to make the request.

13.3.11.4.3 Inform the enrollee that the enrollee may be held liable for the amount the Contractor pays for services received while the hearing is pending, if the hearing decision upholds the Contractor's action.

13.4 Expedited Appeal Process

13.4.1 The Contractor shall establish and maintain an expedited appeal review process for appeals when the Contractor determines or a provider indicates that taking the time for a standard resolution could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function (42 C.F.R. § 438.410(a)).

13.4.2 The enrollee may file an expedited appeal either orally or in writing. No additional enrollee follow-up is required.

13.4.3 The Contractor shall make a decision on the enrollee's request for expedited appeal and provide written notice, as expeditiously as the enrollee's health condition requires, within three (3) calendar days after the Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3)). The Contractor shall also make reasonable efforts to provide oral notice.

13.4.4 The Contractor may extend the timeframes by up to fourteen (14) calendar days if the enrollee requests the extension; or the Contractor shows there is a need for additional information and how the delay is in the enrollee's interest.

13.4.5 For any extension not requested by an enrollee, the Contractor must give the enrollee written notice of the reason for the delay.

13.4.6 The Contractor shall ensure that punitive action is not taken against a provider who requests an expedited resolution or supports an enrollee's appeal (42 C.F.R. § 438.410(b)).

13.4.7 If the Contractor denies a request for expedited resolution of an appeal, it shall transfer the appeal to the standard resolution of appeals timeframe in this Contract, and make reasonable efforts to give the enrollee prompt oral notice of the denial, and follow up within two (2) calendar days with a written notice of denial (42 C.F.R. § 438.410(c)).

13.4.8 The enrollee has a right to file a grievance regarding the Contractor's denial of a request for expedited resolution. The Contractor must inform the enrollee of their right to file a grievance in the notice of denial.

13.5 Administrative Hearing

13.5.1 Only the enrollee or the enrollee's authorized representative may request a hearing. A provider may not request a hearing on behalf of an enrollee.

13.5.2 If an enrollee does not agree with the Contractor's resolution of the appeal, the enrollee may file a request for a hearing within the following time frames (See

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

WAC 182-526-0200):

- 13.5.2.1 For hearings regarding a standard service, within ninety (90) calendar days of the date of the notice of the resolution of the appeal (42 C.F.R. § 438.402(b)(2)).
- 13.5.2.2 For hearings regarding termination, suspension, or reduction of a previously authorized service, if the enrollee requests continuation of services, within ten (10) calendar days of the date on the Contractor's mailing of the notice of the resolution of the appeal. If the enrollee is notified in a timely manner and the enrollee's request for continuation of services is not timely, the Contractor is not obligated to continue services and the timeframes for a hearing regarding a standard service apply (42 C.F.R. § 438.420).
- 13.5.3 If the enrollee requests a hearing, the Contractor shall provide to HCA and the enrollee, upon request, and within three (3) working days, and for expedited appeals, within one (1) working day, all Contractor-held documentation related to the appeal, including but not limited to, any transcript(s), records, or written decision(s) from participating providers or delegated entities.
- 13.5.4 The Contractor is an independent party and is responsible for its own representation in any hearing, independent review, Board of Appeals and subsequent judicial proceedings.
- 13.5.5 The Contractor's medical director or designee shall review all cases where a hearing is requested and any related appeals, when medical necessity is an issue.
- 13.5.6 The enrollee must exhaust all levels of resolution and appeal within the Contractor's grievance system prior to filing a request for a hearing with HCA.
- 13.5.7 HCA will notify the Contractor of hearing determinations. The Contractor will be bound by the final order, whether or not the final order upholds the Contractor's decision. Implementation of the final order shall not be the basis for termination of enrollment by the Contractor.
- 13.5.8 If the final order is not within the purview of this Contract, then HCA will be responsible for the implementation of the final order.
- 13.5.9 The hearings process shall include as parties to the hearing, the Contractor, the enrollee and the enrollee's representative, or the legal representative of the deceased enrollee's estate and HCA.

13.6 Independent Review

After exhausting both the Contractor's appeal process and the administrative hearing, an enrollee has a right to request an independent review in accord with RCW 48.43.535, WAC 182-526-0200, and Chapter 284-43 WAC. Independent review is at the option of the enrollee but is not a prerequisite for filing a Petition for Review at HCA's Board of Appeals.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

13.7 Petition for Review

Any party may appeal the initial order from the administrative hearing to HCA Board of Appeals in accord with Chapter 182-526 WAC. Notice of this right shall be included in the Initial Order from the administrative hearing or the written decision of the Independent Review Organization.

13.8 Continuation of Services

13.8.1 The Contractor shall continue the enrollee's services if all of the following apply (42 C.F.R. § 438.420):

13.8.1.1 An appeal, hearing, or independent review is requested on or before the later of the following:

13.8.1.1.1 Within ten (10) calendar days of the Contractor mailing the notice of action, which for actions involving services previously authorized, shall be delivered by a method that certifies receipt and assures delivery within three (3) calendar days.

13.8.1.1.2 The intended effective date of the Contractor's proposed action.

13.8.1.2 The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment.

13.8.1.3 The original period covered by the original authorization has not expired.

13.8.1.4 The enrollee requests an extension of services.

13.8.2 If, at the enrollee's request, the Contractor continues or reinstates the enrollee's services while the appeal, hearing, or independent review is pending, the services shall be continued until one of the following occurs (42 C.F.R. § 438.420 and WAC 182-526-0200 and WAC 182-538-110):

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 13.8.2.1 The enrollee withdraws the appeal, hearing, or independent review request.
- 13.8.2.2 Ten (10) calendar days pass after the Contractor mails the notice of the resolution of the appeal and the enrollee has not requested a hearing (with continuation of services until the hearing decision is reached) within the ten (10) calendar days.
- 13.8.2.3 The time period or service limits of a previously authorized service has been met.
- 13.8.2.4 When the Office of Administrative Hearings issues a decision adverse to the enrollee.
- 13.8.3 If the final resolution of the appeal upholds the Contractor's action, the Contractor may recover from the enrollee the amount paid for the services provided to the enrollee for the first sixty (60) calendar days during which the appeal was pending, to the extent that they were provided solely because of the requirement for continuation of services.

13.9 Effect of Reversed Resolutions of Appeals and Hearings

- 13.9.1 If the Contractor, or through a final order of the Office of Administrative Hearings (OAH) or Board of Appeals (BOA), or an independent review organization (IRO) reverses a decision to deny, limit, or delay services that were not provided while the appeal was pending, the Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the enrollee's health condition requires (42 C.F.R. § 438.424(a)).
- 13.9.2 If the Contractor reverses a decision to deny authorization of services, or the denial is reversed through an IRO or a final order of OAH or the Board of Appeals, and the enrollee received the disputed services while the appeal was pending, the Contractor shall pay for those services. (42 C.F.R. § 438.424(b)).

13.10 Recording and Reporting Actions, Grievances, Appeals and Independent Reviews

The Contractor shall maintain records of all actions, grievances, appeals and independent reviews.

- 13.10.1 The records shall include actions, grievances and appeals handled by delegated entities, and all documents generated or obtained by the Contractor in the course of responding to such actions, grievances, appeals, and independent reviews.
- 13.10.2 The Contractor shall provide a report of all actions, grievances, appeals and independent reviews to HCA in accord with the Grievance System Reporting Requirements published by HCA.
- 13.10.3 The Contractor is responsible for maintenance of records for and reporting of any grievance, actions, and appeals handled by delegated entities.
- 13.10.4 Delegated actions, grievances, and appeals are to be integrated into the Contractor's report.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 13.10.5 Data shall be reported in HCA and Contractor agreed upon format. Reports that do not meet the Grievance System Reporting Requirements shall be returned to the Contractor for correction. Corrected reports will be resubmitted to HCA within 30 calendar days.
- 13.10.6 The report medium shall be specified by HCA and shall be in accord with the Grievance System Reporting Requirements published by HCA.
- 13.10.7 Reporting of actions shall include all denials or limited authorization of a requested service, including the type or level of service, and the reduction, suspension, or termination of a previously authorized service but will not include denials of payment to providers unless the enrollee is liable for payment in accord with WAC 182-502-0160 and the provisions of this Contract.
- 13.10.8 The Contractor shall provide information to HCA regarding denial of payment to providers upon request.
- 13.10.9 Reporting of grievances shall include all expressions of enrollee dissatisfaction not related to an action. All grievances are to be recorded and counted whether the grievance is remedied by the Contractor immediately or through its grievance and quality of care service procedures.

14 HEALTH CARE COORDINATION

The Contractor shall provide the services described in this section for all enrollees, regardless of acuity level, if the enrollee is determined by the initial health screening to need health care coordination, or if the enrollee or his/her caregiver, parent or SSS/Social Worker requests assistance in accessing or coordinating services. The Contractor shall offer new enrollees the choice of Health Home services or intensive care management if the enrollee meets criteria for these services.

14.1 Continuity of Care

The Contractor shall ensure Continuity of Care for enrollees in an active course of treatment for a chronic or acute medical condition at enrollment. The Contractor shall ensure that medically necessary care for enrollees is not interrupted and that transitions from one setting or level of care to another are promoted (42 C.F.R. § 438.208).

- 14.1.1 The Contractor shall coordinate with the DSHS Children's Administration, caregivers, and providers to ensure continuity of care when the new enrollee moves from another Apple Health MCO to AHFC or from fee for service to AHFC.
- 14.1.2 For changes in the Contractor's provider network or service areas, the Contractor shall comply with the notification requirements identified in the Service Area and Provider Network Changes provisions found in the Access to Care and Provider Network Section of this Contract, and shall work with Children's Administration (CA) and HCA staff to ensure enrollees and their caregivers are notified of the change and have the opportunity to select a new provider.
- 14.1.3 The Contractor shall have in place policies and procedures that allow the

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

SSS/Social Worker, caregivers, or enrollees to obtain needed medications on an emergency basis for enrollees who do not have access to their medications and shall ensure that pharmacy providers understand the need to fill prescriptions as necessary to ensure continuity for the enrollee.

14.1.4 Unless otherwise required in this Contract to provide longer continuation of a prescribed medication, the Contractor shall allow new enrollees with the Contractor to fill prescriptions written prior to enrollment until the first of the following occurs:

14.1.4.1 The enrollee's prescription expires. If the enrollee's prescription expires before he or she is able to be evaluated by a participating provider, the Contractor shall facilitate the receipt of a primary care visit and shall not deny the prescription.

14.1.4.2 A participating provider examines the enrollee to evaluate the continued need for the prescription, and if necessary, oversees medically appropriate changes that do not threaten the health of the enrollee.

14.1.4.2.1 If the enrollee refuses an evaluation by a participating provider the Contractor may refuse to cover the prescription as long as the enrollee's safety and the safety of others is considered in the decision.

14.1.4.3 The Contractor must approve payment for the dispensing of a refill of an antipsychotic, antidepressant, or antiepileptic medication without regard to length of enrollment or examination by a participating provider.

14.1.4.4 Allow enrollees to continue to receive care from non-participating providers with whom an enrollee has documented established relationships. The Contractor shall take the following steps:

14.1.4.4.1 The Contractor must make a good faith effort to subcontract with the established non-participating provider.

14.1.4.4.2 If transition is necessary, the Contractor shall facilitate collaboration between the established non-participating provider and the new participating provider to plan a safe, medically appropriate transition in care.

14.1.4.4.3 If the established non-participating provider or the enrollee will not cooperate with a necessary transition, the Contractor may transfer the enrollee's care to a participating provider within ninety (90) calendar days of the enrollee's enrollment effective date.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.1.4.4.4 The Contractor may choose to pay the established non-participating provider indefinitely to provide care to the enrollee if the non-participating provider will accept payment rates the Contractor has established for non-participating providers as payment in full.
- 14.1.4.4.5 The Contractor shall apply utilization management decision-making standards to non-contracted providers no more stringent than standards for participating providers.

14.2 Continuity of Care for Enrollees Who Transition From AHFC

The Contractor shall continue to provide health care coordination and other services as needed to ensure that an enrollee who is returning to his or her biological family, has been adopted or has ended enrollment in AHFC is able to smoothly transition to another health care setting.

The Contractor shall work with DSHS/CA SSS/Social Workers, the child's caregiver, Fostering Well Being staff and health care providers as necessary to ensure coordination and continuity of care while the child is transitioning to the new setting.

14.2.1 The Contractor shall ensure that:

- 14.2.1.1 The enrollee stays with his/her PCP if possible. If the enrollee is moving to a different service area, the Contractor shall ensure that the enrollee has a new PCP and that the PCP has access to the enrollee's health care information to ensure continuity of care;
- 14.2.1.2 If a change in eligibility causes an AHFC enrollee to change MCOs or default to fee for service health care, the Contractor shall work with the new MCO, or the enrollee's health care provider(s) to ensure there is no break in health care services.
- 14.2.1.3 Mental health services are coordinated to ensure there is no break in services to the enrollee during the reunification period; and
- 14.2.1.4 The enrollee has access to needed medications and supplies during the transition, as described in subsection 14.1.4 of this Contract.

14.3 Identification of Individuals with Special Health Care Needs

- 14.3.1 Within ninety (90) calendar days of enrollment, beginning the first of the month after the month of enrollment, the Contractor shall identify every new individual with special health care needs whether or not the enrollee meets Health Home criteria.
 - 14.3.1.1 To identify individuals with special health care needs, the Contractor may consider:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.3.1.1.1 Administrative data, such as PRISM;
 - 14.3.1.1.2 Diagnoses of acute conditions requiring health care coordination services such as catastrophic injuries,
 - 14.3.1.1.3 Children with elevated blood lead screen levels, chronic conditions,
 - 14.3.1.1.4 Indicators of potential for high risk pregnancy;
 - 14.3.1.1.5 SSI, or Title V designation;
 - 14.3.1.1.6 Social complexity (history of homelessness, language barriers, diagnoses of substance use disorder or serious, persistent mental health conditions, domestic violence or arrests); and
 - 14.3.1.1.7 Enrollees with unmet care needs or evidence of being underserved or through enrollee responses to Contractor interviews or surveys.
- 14.3.2 On the 15th of the month following each quarter, the Contractor shall submit a report to HCA of individuals identified with special health care needs. The report shall include:
- 14.3.2.1 ProviderOne identifier;
 - 14.3.2.2 Name (last, first, middle initial);
 - 14.3.2.3 Birth date (xx/xx/xxxx);
 - 14.3.2.4 Date of MCO enrollment;
 - 14.3.2.5 Date of MCO identification of special needs designation;
 - 14.3.2.6 Enrollees who do not meet Health Home criteria referred to plan-based health care coordination services (yes/no);
 - 14.3.2.7 NPI of primary care provider (PCP);
 - 14.3.2.8 Name of primary care provider PCP (last, first, middle); and
 - 14.3.2.9 PCP credential (MD, DO, ARNP).
- 14.3.3 The Contractor shall facilitate referrals to the PCP, specialists, non-contracted services, such as substance use disorder programs, BHOs and community-based social services based on findings from enrollee identification.
- 14.3.4 The Contractor shall ensure that enrollee health information is shared between MCOs and providers of its identification and assessment of any enrollee with

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

special health care needs and in a manner that facilitates coordination of care while protecting confidentiality and enrollee privacy (42 C.F.R. § 438.208(b)(1-3) 438.208(b)(2)(4) and 45 C.F.R. § 160 and 164 subparts A and E).

14.4 Initial Health Screen and Assessment of Enrollees

The Contractor shall ensure that health care services are coordinated for all enrollees, including those not eligible for Health Home services as follows:

- 14.4.1 Initial Health Screen (IHS): The Contractor shall conduct an initial, brief health screen containing behavioral, developmental and physical and oral health questions for all new enrollees. For the initial enrollment of all clients who are eligible on April 1, 2016, the Contractor shall meet the timeframes for the IHS below. The initial health screen will be conducted as follows for children who are enrolled on April 1, 2016, and who were already in foster care, adoption support and foster care alumni:
 - 14.4.1.1 For foster children who have been identified as high needs by DSHS/FWB, HCA claims data or a SSS/social worker, including those enrollees with indications of mood disorder substance use disorders, other mental health disorders, a history of deliberate self-harm or previous suicide attempts, as well as those with both chronic behavioral health and medical conditions, and for foster children with no claims data, within thirty (30) days of enrollment;
 - 14.4.1.2 For foster children for whom there is not adequate claims data to determine whether the child has high needs, and for young adult alumni, within sixty (60) days of enrollment;
 - 14.4.1.3 For children in adoption support, within 120 days of enrollment unless the child is identified as needing an assessment sooner.
 - 14.4.1.4 If the Social Worker, caregiver or parent, enrollee or and enrollee's provider calls with a specific need, the enrollee will be assessed within five working days of the call;
 - 14.4.1.5 FWB shall maintain health care coordination activities for enrollees for whom they have responsibility prior to enrollment and shall transition the enrollee to the Contractor for IHS no later than September 30, 2016. The Contractor shall be responsible for all other covered services for these enrollees.
 - 14.4.1.6 The standard for completion of the IHS is within thirty (30) days of notification of enrollment for new enrollees who are in adoption support or who are alumni of the foster care program.
- 14.4.2 After April 1, 2016, newly eligible foster children who have not yet received a CHET screening, the Contractor shall conduct a welcome call in lieu of the Contractor's Initial Health Screening process. During this call, the Contractor shall describe program benefits, notify the caregiver or enrollee that there will be

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

a call from the CHET screener if the parent or caregiver has not already been contacted, and shall gather information about current health care needs, with emphasis on whether the enrollee has a PCP or needs one, has scheduled or needed appointments, or has medication or DME needs that must be addressed prior to the CHET screening process.

- 14.4.3 The Contractor shall make at least three (3) reasonable attempts to contact an enrollee or his/her caregiver or parent to complete the IHS or welcome call. These attempts shall be made on different days and times of day when the Contractor can reasonably expect the enrollee or his/her caregiver or parent would be available to complete the IHS and shall be documented for enrollees who are not referred for Health Home services. If the Contractor is unable to contact the enrollee or his/her caregiver after the three attempts, the Contractor shall work with the enrollee's CA SSS/Social Worker, FCMT or FWB to get accurate contact information for the enrollee and conduct the IHS.

If the Contractor is unable to contact the enrollee or his/her caregiver because accurate or verifiable contact information was not provided to the Contractor for that enrollee, the Contractor shall notify HCA of the incorrect information. HCA and CA shall collaborate to obtain the most accurate information and provide it to the Contractor. The Contractor shall have sixty (60) days from the date the Contractor receives the correct contact information to contact the enrollee and conduct the IHS.

- 14.4.4 Initial Health Assessment (IHA): To assess identified Individuals with Special Health Care Needs who are not eligible for Health Home services and who will not receive a CHET screen, the Contractor's care coordinator shall conduct an Initial Health Assessment (IHA) between thirty (30) and sixty (60) calendar days of the identification of special needs or IHS that indicates the need for health care coordination. The assessment shall determine ongoing need for health care coordination services and the need for clinical and non-clinical services, including referrals to specialists and community resources.

14.4.4.1 The assessment shall include, at minimum, an evaluation of the enrollee's physical, behavioral, and oral health status, health services history, including receipt of preventive care services, current medications, and an evaluation of the need for or use of supportive services and resources, such as those described in the Coordination of Care provisions of this Contract.

14.4.4.2 The Contractor shall require the enrollee's primary care provider and care coordinator to ensure that arrangements are made for the enrollee to receive follow-up services that reflect the findings in the IHA, such as consultations with mental health and/or substance use disorder providers or referral to community-based social services.

14.4.4.3 The IHA shall be maintained in the enrollees' medical record and in the Contractor's health care coordination file and available during subsequent preventive health visits.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.4.5 The Contractor shall track enrollment of foster children, including those receiving adoption support or in relative care, to ensure adequate coordination of care with the enrollee's providers and foster parents or guardians. If the child's placement changes and the child must move to a new geographic area, the Contractor shall ensure assignment of a new PCP within seventy-two (72) hours of receiving notification of the new placement, and shall arrange for care sooner if the child has needs that must be addressed within the seventy-two (72) hour timeframe.
- 14.4.6 **EPSDT:** The Contractor shall work with the caregiver, CHET screener, or SSS/Social worker to ensure that each enrollee receives an Early and Periodic Screening, Diagnosis, and Treatment examination within thirty (30) calendar days of the enrollee's entrance into out-of-home care in order to identify special needs, or when the IHS indicates the need for intensive health care coordination. The EPSDT shall determine ongoing need for health care coordination services and the need for clinical and non-clinical services, including referrals to specialists and community resources.
 - 14.4.6.1 The Contractor shall ensure that all components of the EPSDT, including behavioral health, developmental and substance abuse, dental, vision and hearing are provided for program enrollees.
 - 14.4.6.2 The care coordinator shall work with the primary care provider to ensure that referrals for follow up services that reflect the EPSDT findings such as referrals for mental health and/or substance use disorder assessments are made and that the enrollee and his/her caregiver understand the importance of going to the follow up appointment.
 - 14.4.6.3 Documentation of the EPSDT shall be maintained in the enrollee's medical record and in the Contractor's health care coordination file.
- 14.4.7 The Contractor shall establish business rules, including policies and procedures regarding screening, referral and co-management of individuals with both behavioral health and physical health conditions. Both behavioral health and physical health care managers or Disease Management coaches will be trained on the protocols.
 - 14.4.7.1 The Contractor shall require and ensure that primary care providers and health care coordinators employed by the Contractor or in the Contractor's provider network are trained on standardized, validated screening tools used in the conduct of an IHA and an age appropriate evaluation, to evaluate at a minimum:
 - 14.4.7.1.1 Delays in child development;
 - 14.4.7.1.2 Behavioral health conditions including substance use disorders; and
 - 14.4.7.1.3 Adverse Childhood Experiences.
- 14.4.8 **Toll Free Provider Line:** The Contractor shall provide a toll free line for primary care providers and other medical specialists to call for technical and referral

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

assistance when behavioral health conditions, requiring treatment or developmental delays are suspected or identified.

14.4.8.1 Available information shall include assistance in arranging for consultations, including mental health treatment referrals and substance use disorder treatment and treatment by providers with appropriate expertise and experience in mental health, substance use disorder or developmental issues.

14.4.8.2 Communication about the availability of this consultation service shall be found on the front-page of the Contractor's website and in materials supplied to Contracted providers.

14.4.9 The Contractor shall ensure provision of health care coordination services including assistance with accessing needed mental health, substance use disorder, physical health services, comprehensive medication therapy management services, oral health services, or community resources.

14.4.9.1 The Contractor's Health Care Coordination staff shall coordinate with the enrollee's PCP to develop, document and maintain a Health Care Coordination Plan that meets any applicable State quality assurance and utilization review standards, for each enrollee who has been identified as having special health care needs, is deemed by the Contractor as appropriate for care management services, and who does not meet the requirements for referral to Health Home services. The plan must include enrollee participation, participation by the enrollee's caregiver or parent, consultation with any specialist caring for the enrollee, and at a minimum include:

14.4.9.2 Enrollee self-management goals or goals with which the caregiver or parent can assist the enrollee.

14.4.9.3 A description of short- and long-term treatment goals, including self management goals, identification of potential barriers to meeting these goals, and a clear description of how the enrollee's health care coordinator will work with the enrollee to address these barriers.

14.4.9.4 Integration and coordination of clinical and non-clinical services, including a timeframe for follow-up treatment if needed, and follow-up by the Contractor to ensure services are accessed (42 C.F.R. § 438.208(c)(2)).

14.4.9.5 Referrals and as appropriate, funding of community-based self-help programs, such as the Chronic Disease Self Management Education program. The Contractor may choose to fund such programs.

14.4.9.6 Comprehensive medication therapy management services.

14.4.9.7 Modifications as needed to address emerging needs of the enrollee.

14.4.9.8 Progress or reason for lack of progress on self-management goals.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.4.9.9 Communication with primary and specialty care providers including mental health and substance use disorder providers.
- 14.4.10 For enrollees who are not assessed as needing ongoing health care coordination services, the Contractor shall ensure that each enrollee has a Primary Care Provider and has contact information for a health care coordinator to contact when the enrollee has questions or needs assistance in accessing services.
- 14.4.11 For enrollees at high risk of re-hospitalization and/or relapse after substance use disorder treatment, or challenges following the plan of care for mental health conditions, the Contractor shall ensure the enrollee has a documented, individual mental health care plan for interventions to promote recovery and resiliency and to mitigate risk. For the purposes of this Subsection, “mental health care plan” means a plan that describes the clinical and social supports needed by an enrollee.
- 14.4.12 The Contractor shall ensure provision of health care coordination services including assistance with accessing needed mental health, substance use disorder, physical health services, comprehensive medication therapy management services, oral health services, or community resources.
 - 14.4.12.1 Health care coordinators shall monitor, provide referrals to community-based social services and assess referral completion, education, and facilitate and encourage adherence to recommended treatment. Nothing in this requirement should be construed to limit in any way the enrollee’s right to refuse treatment.
- 14.4.13 The Contractor shall ensure that all enrollees with a history of deliberate self harm or previous suicide attempts shall be assessed quarterly for suicide risk and the results of this assessment are incorporated into the enrollee’s care plan.
- 14.4.14 The Contractor shall develop policies and procedures to govern coordination of assessments and evaluations with mental health, substance use disorder and other providers, and if an enrollee chooses to disenroll from AHFC, the Contractor’s care management staff will coordinate transition of the enrollee’s care to the fee for service system, and to any care managers who are involved in the enrollee’s care, to ensure services do not lapse and are not duplicated in the transition. The Contractor must also ensure that enrollee confidentiality and enrollee rights are protected (42 C.F.R. § 438.208 (b)(3)).
- 14.4.15 The Contractor shall secure an appropriate signed Release of Information for an enrollee over the age of 13 in order to share protected health information, including the sharing of reproductive or behavioral health information with the enrollee’s caregiver and assigned SSS/social worker.

14.5 Coordination with Behavioral Health Organizations

- 14.5.1 The Contractor shall have an operational agreement with all Behavioral Health Organizations (BHOs). In addition to Transitional Care, the agreement must comprehensively address the day-to-day operational requirements to coordinate

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

physical and behavioral health care services and fully recognize the shared responsibility for their mutual enrollees' health care.

14.5.2 The operational agreement shall address the following areas:

14.5.2.1 Exchange of enrollee health information to include:

14.5.2.1.1 Diagnosis;

14.5.2.1.2 Treatment, including treatment plan;

14.5.2.1.3 Medications;

14.5.2.1.4 Labs/Testing; and

14.5.2.1.5 Treating providers, with contact information.

14.5.2.2 Transitions in care between the Contractor and BHOs, and BHOs and the Contractor; and.

14.5.2.3 Procedure for enrollee evaluation or referral to BHO for intake to determine whether the enrollee meets Access to Care Standards (ACS).

14.5.3 The Contractor shall require providers to coordinate with BHO providers and provide all required information to facilitate such coordination.

14.6 Coordination of Services in Regional Services Areas with Fully Integrated Managed Care

14.6.1 In Regional Service Areas (RSAs) in which HCA has implemented a Fully Integrated Managed Care (FIMC) program, AHFC enrollees will receive all services covered by this contract from the Contractor, and will be enrolled in the Behavioral Health Service Only (BHSO) program operated by the FIMC of the enrollee's choice for mental health services that meet Access to Care Standards (ACS), and for Substance Use Disorder treatment services not covered by the AHFC Contract.

14.6.2 The Contractor shall collaborate with the FIMC/BHSO contractors to ensure smooth transitions in service provision when needed and continuity of care in transitions from the Contractor's program to the FIMC/BHSO for mental health services, and from the FIMC/BHSO back to the Contractor when appropriate.

14.6.3 The Contractor shall develop an operational agreement with the FIMC/BHSO contractors that meets the requirements of Section 14.5 above.

14.7 Coordination with Wraparound and Intensive Services (WISe) Program

The Contractor shall coordinate with WISe providers, including, but not limited to the development of policies and procedures consistent with the Washington Children's Mental

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

Health Principles and WISE. The Contractor shall collaborate and coordinate delivery of care with WISE providers to improve the effectiveness of services and outcomes for enrollees and their families, who are mutually served by WISE and the Contractor.

14.7.1 The Contractor shall participate, upon invitation, in Child and Family Teams (or care planning teams) for enrollees participating in WISE and shall ensure the following:

14.7.1.1 Participation in the development of one cross system care plan for each enrollee who participates in WISE;

14.7.1.2 Provision of medically necessary services and supports through contracts with BHOs;

14.7.1.3 Collaborative work with the WISE team to assess the effectiveness of the care plan and make adjustments as necessary;

14.7.1.4 Inclusion of the caregiver or biological parent in the WISE team as appropriate; and

14.7.1.5 Ensure all WISE services are provided by state approved WISE providers, paid the same case rate as that paid by the state, meet the same level of fidelity as all other Medicaid youth receive.

14.8 Collaboration with the Division of Behavioral Health and Recovery (DBHR)

The Contractor shall work in collaboration with DBHR to ensure all current legal mandates set forth by the *TR vs Quigley/Teeter* settlement agreement are followed, and will comply with any future legal mandates resulting from *TR vs Quigley/Teeter*.

14.9 Coordination Between the Contractor and External Entities

14.9.1 The Contractor shall coordinate with the enrollee's SSS/social worker, caregiver or parent, when making or recommending referrals for the enrollee to health care and social services/programs as appropriate including but not limited to:

14.9.1.1 BHOs for coordination of mental health services, including Licensed Substance Use Disorder providers and Community Mental Health Agencies;

14.9.1.2 Community Health Clinics, Federally Qualified Health Centers (FQHCs), Rural Health Centers (RHCs), and Apple Health MCOs;

14.9.1.3 County-managed treatment and social service programs (e.g. Access to Recovery, Criminal Justice Treatment Account Services);

14.9.1.4 Dental services, including the promotion of oral health screening and prevention;

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.9.1.5 DOH and Local Health Jurisdictions (LHJ) services, including Title V services for children with special health care needs;
- 14.9.1.6 DSHS divisions, including:
 - 14.9.1.6.1 Aging and Long-Term Services Administration (AL TSA) including Home and Community Services;
 - 14.9.1.6.2 Juvenile Justice and Rehabilitation Administration;
 - 14.9.1.6.3 Children's Administration;
 - 14.9.1.6.4 Developmental Disabilities Administration;
 - 14.9.1.6.5 Behavioral Health Administration; and
 - 14.9.1.6.6 Division of Vocational Rehabilitation.
- 14.9.1.7 Department of Early Learning: Early Support for Infants and Toddlers;
- 14.9.1.8 Educational Service Districts (ESDs);
- 14.9.1.9 DSHS/AL TSA's Fostering Well Being;
- 14.9.1.10 HCA First Steps Program - Maternity Support Services (MSS);
- 14.9.1.11 Neurodevelopmental Centers. The Contractor may refer children to a DOH recognized neurodevelopmental center for services other than therapies as long as appointment wait time standards and access to care standards of this Contract are met.
- 14.9.1.12 Skilled nursing facilities and community-based residential programs;
- 14.9.1.13 Supported Employment programs;
- 14.9.1.14 State and/or federal agencies and local partners that manage access to housing;
- 14.9.1.15 Tribal entities;
- 14.9.1.16 Non-Emergency Medicaid Transportation services;
- 14.9.1.17 Interpreter Services;
- 14.9.1.18 Chronic Disease Self-Management Education; and
- 14.9.1.19 Foster Care advocacy groups such as Passion2Action and the Mockingbird Society.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.9.2 The Contractor shall participate with, cooperate with and coordinate with regional health alliances, such as the Southwest Washington Regional Health Alliance, Eastern Washington Regional Health Alliance and CHOICE Regional Health Network, as well as Accountable Communities of Health committees in each Regional Service Area.
- 14.9.3 The Contractor shall participate in the management or discussions held at the Bree Collaborative, or with the Foundation for Health Care Quality in their work on COAP, OB COAP, and SCOAP programs as well as coordinate with other organizations engaged in quality improvement in Washington State.
- 14.9.4 The Contractor shall join and pay a fee to be a member of the Washington Health Alliance (WHA) no later than February 15th of each calendar year.
 - 14.9.4.1 The Contractor shall actively cooperate and participate with the WHA in efforts to improve the quality and efficiency of health care services.
 - 14.9.4.2 The Contractor shall submit data to the WHA for the purpose of producing results for the Community Checkup, the Washington State Common Measure Set on Health Care Quality and Cost, and all other health care measurement and reporting completed by WHA, according to the terms and schedule defined by the WHA.
- 14.9.5 The Contractor shall coordinate enrollee information, including initial assessments and care plans, with other managed care entities as needed when an enrollee changes from one MCO to another, changes from one Health Home lead to another or receives services through an BHO, to reduce duplication of services and unnecessary delays in service provision for enrollees.
- 14.9.6 For enrollees who receive services through Centers of Excellence (COE) for hemophilia and other bleeding disorders, the Contractor shall coordinate care with the COE to avoid duplication or delays in service provision and factor replacement products and medications to AHMC enrollees. The Contractor shall provide all care coordination and care management services other than those related to management of the enrollee's hemophilia, but will ensure exchange of information necessary to coordinate these services with the COE.

14.10 Transitional Care

- 14.10.1 The Contractor shall ensure transitional care services described in this Section are provided to all enrollees who are transitioning from one setting to another.
- 14.10.2 The Contractor shall provide Transitional Care services to enrollees who participate in Health Home services. When a Health Home enrollee moves from one service area to another, the Contractor shall ensure the enrollee receives Contractor-based health care coordination services or other services to ensure the care plan established by the Health Home Care Coordinator in the previous county of residence continues for the enrollee.
- 14.10.3 The Contractor shall maintain written operational agreements with BHOs.
- 14.10.4 Consistent with the Potentially Preventable Readmissions provisions of this

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

Contract the Contractor shall have in place operational agreements or by way of incorporation to Contractor's subcontracts with the Contractor's contracted state and community physical and behavioral health hospitals and long-term care facilities by June 30, 2016 to facilitate enrollee care transitions. The written agreements shall define the responsibility of each party in meeting the following requirements:

14.10.4.1 Completion of a standardized discharge screening tool. The tool shall encompass a risk assessment for re-institutionalization, re-hospitalization, and/or substance use disorder treatment recidivism.

14.10.4.1.1 An individual enrollee plan to mitigate the risk for re-institutionalization, re-hospitalization or treatment recidivism to include:

14.10.4.1.1.1 Enrollee education that supports discharge care needs including medication management, interventions to ensure follow-up appointments are attended and follow-up for self-management of the enrollee's chronic or acute conditions, including information on when to seek medical care and emergency care. Caregivers of AHFC enrollees under age 13 will be included in this process. Formal or informal caregivers shall be included in this process when requested by the enrollee if the enrollee is over 13;

14.10.4.1.1.2 Written discharge plan provided to both the enrollee if the enrollee is over 13, the enrollee's caregiver if the enrollee is under 13, and the primary care provider at enrollee discharge;

14.10.4.1.1.3 Systematic follow-up protocol to ensure timely access to follow-up care post discharge and to identify and re-engage enrollees that do not receive post discharge care;

14.10.4.1.1.4 Scheduled follow-up appointments in place at enrollee discharge;

14.10.4.1.1.5 Organized post-discharge services, such as home care services, after-treatment services and therapy services;

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.10.4.1.1.6 Telephonic reinforcement of the discharge plan and problem-solving two (2) to three (3) business days following enrollee discharge;
 - 14.10.4.1.1.7 Information on what to do if a problem arises following discharge;
 - 14.10.4.1.1.8 For enrollees at high risk of re-hospitalization, a visit by a Contractor designee at the facility before discharge to coordinate transition;
 - 14.10.4.1.1.9 For enrollees at high risk of re-hospitalization, primary care provider or Contractor designee visit at the enrollee's residence or secondary facility, such as a skilled nursing facility or residential mental health facility within seven (7) calendar days post-discharge to support: discharge instructions, assess the environment for safety issues, conduct medication reconciliation, assess adequacy of support network and services, and linkage of the enrollee to appropriate referrals;
 - 14.10.4.1.1.10 Scheduled outpatient mental health and/or primary care visits within seven (7) calendar days of discharge and/or physical or mental health home health care services delivered within seven (7) calendar days of discharge; and
 - 14.10.4.1.1.11 Planning that actively includes the patient and family caregivers and support network in assessing needs.
- 14.10.5 For the purposes of this Contract, transitional care may include movement between placements – from home to foster care, foster care to independent living, changes in legal status from foster care to adoption, return of a foster child to his or her birth home or youths aging out of foster care. The Contractor is not expected to take the lead in assisting enrollees in placement changes; however, the Contractor shall provide assistance to CA staff, care givers and parents to ensure continuity of care for these enrollees, as described in Subsection 14.1.
- 14.10.6 The Contractor shall obtain consent to share health care information from enrollees or their caregiver/social worker to share information with clinical and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

non-clinical providers to facilitate care transitions. Consent to share information must be obtained from an enrollee who is 13 years of age or older.

14.10.6.1 If the enrollee or his/her caregiver or parent is unwilling to consent to share information and sharing the information is necessary to ensure ongoing health and well-being of the enrollee, consent may be obtained via a court order with assistance from the enrollee's SSS/Social Worker. Consent to share information about an enrollee under the age of 13 may be obtained from the parent (biological or adopted) or, for a dependent child, the enrollee's SSS/Social Worker.

14.10.7 The Contractor shall also work with SSS/Social Workers and caregivers, and the enrollee's providers to ensure that children enrolled in the AHFC program who transition from one placement to another maintain continuity of care to the extent possible, especially when an enrollee moves from one geographical area to another.

14.11 Skilled Nursing Facility Coordination

14.11.1 The Contractor is responsible for medically necessary Skilled Nursing Facility (SNF) or Nursing Facility (NF) stays when the Contractor determines that nursing facility care is more appropriate than acute hospital care. The Contractor shall coordinate with hospital or other acute care facility discharge planners and nursing facility care managers or social workers, as described in the Coordination Between the Contractor and External Entities Subsection of this Contract to ensure a smooth transition of the enrollee to or from a SNF or NF.

14.11.2 The Contractor shall coordinate with the SNF or NF to provide health care coordination and transitional care and shall ensure coverage of all medically necessary services, prescriptions and equipment not included in the negotiated SNF daily rate. This includes but is not limited to: prescription medications, durable medical equipment, therapies, intravenous medications, and any other medically necessary service or product.

14.11.2.1 If the Contractor, in coordination with the NF or SNF, anticipates the enrollee will be in the facility for additional days after an enrollee no longer meets criteria for medically necessary skilled nursing or rehabilitative care, the Contractor shall coordinate with the Aging and Long-Term Services Administration (AL TSA) Home and Community Services (HCS) to:

14.11.2.1.1 Determine functional, financial and institutional eligibility, if necessary; and

14.11.2.1.2 Assist the enrollee to explore all options available for care, including whether the enrollee will be discharged to his or her home or a community residential setting, or remain in the SNF for long term services and supports (LTSS).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.11.2.2 If the enrollee is discharged to his or her home or a community residential setting the enrollee remains enrolled in AHFC. The Contractor shall coordinate with SNF/NF and HCS staff to ensure the enrollee is discharged to a safe location and shall ensure medically necessary services are available to the enrollee including (but not limited to) home health services, durable medical equipment and supplies, outpatient rehabilitation services and any other services necessary to facilitate the enrollee's recovery. The Contractor shall also ensure that follow-up care is provided in accordance with the Transitional Health care coordination requirements of this Contract.
 - 14.11.3 If the enrollee remains in the SNF/NF, the enrollee remains enrolled in AH and ALTSA is responsible for payment of SNF/NF room and board beginning on the date the enrollee is determined not to meet or no longer meets criteria for the rehabilitative or skilled benefit. The MCO continues to be responsible for all medically necessary services, prescriptions, and equipment not included in the ALTSA nursing facility rate. The Contractor shall continue to monitor the enrollee's status and assist in coordination of transitions back to the community.
 - 14.11.4 Issuance of an award letter by ALTSA does not constitute a guarantee or promise of payment for nursing home care.
 - 14.11.5 The Contractor must provide written notice to the facility and the enrollee if the enrollee:
 - 14.11.5.1 Does not meet rehabilitative or skilled nursing criteria; or
 - 14.11.5.2 If a previously authorized stay is being reduced.
- The notice must include dates of coverage and the date coverage will end.
- 14.11.6 For purposes of this Section, "nursing facility level of care" means ongoing support services provided to Medicaid eligible individual in a SNF/NF for enrollees that do not meet the criteria for rehabilitative or skilled nursing services.

14.12 Transitioning Health Care Coordination through Fostering Well Being

- 14.12.1 For enrollees who were receiving services through the DSHS Fostering Well Being (FWB) program prior to enrollment in the AHFC program, the Contractor shall coordinate with FWB Program Manager and RN Clinical Consultant upon enrollment to ensure a smooth transition of health care coordination services, and shall work with FWB staff as needed to ensure a minimal disruption of services.
- 14.12.2 If a child returns to the fee for service system, the Contractor shall notify the FWB unit and assist in transitioning the child back to FWB;
- 14.12.3 The FWB Care Coordination Unit (CCU) shall continue to coordinate health care services for children in Foster Care when the following criteria are met:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.12.3.1 The enrollee is identified as eligible for the Medically Intensive Children's Program; or
- 14.12.3.2 The Contractor needs technical assistance in monitoring or managing a program enrollee.
- 14.12.4 FWB shall assist in expediting and coordinating a State Administrative hearing or Independent Review when a grievance or appeal cannot be resolved through the Contractor's Grievance and Appeals process.
- 14.12.5 Eligibility for FWB Care Coordination Services: Children and youth are eligible for FWB care coordination services if they are:
 - 14.12.5.1 Under age 18;
 - 14.12.5.2 In out-of-home placement through tribal or state dependency (adoptions are not eligible);
 - 14.12.5.3 Not enrolled in AHFC;
 - 14.12.5.4 Medicaid eligible; or
 - 14.12.5.5 Under age 21 and participating in the Extended Foster Care Program.
- 14.12.6 FWB shall provide assistance to HCA Medicaid Monitoring staff in conducting onsite readiness review and annual monitoring visits, as well as coordinating with monitoring staff to conduct quarterly file reviews for program enrollees.

14.13 Health Care Coordination Oversight

- 14.13.1 The Contractor shall have internal monitoring processes in place to ensure compliance with the Health Care Coordination requirements and the quality and appropriateness of care furnished to individuals with special health care needs. (42 C.F.R. § 438.240 (b)(4)).
- 14.13.2 Quality assurance reviews of documented health care coordination activities provided by the care coordinator shall include assessment of:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.13.2.1 Case identification and assessment according to established risk identification and assessment systems and timeframes;
 - 14.13.2.2 Documented Health care coordination Plans with evidence of periodic revision as appropriate to the enrollee emerging needs;
 - 14.13.2.3 Effective enrollee monitoring, including management of barriers;
 - 14.13.2.4 Referral management;
 - 14.13.2.5 Effective coordination of care; and
 - 14.13.2.6 Identification of appropriate actions for the care coordinator to take in support of the enrollee, and the care coordinator's follow-through in performing the identified tasks.
- 14.13.3 The Contractor must document quality assurance reviews and make them available for HCA review.

14.14 Direct Access to Specialists for Individuals with Special Health Care Needs

When the required treatment plan of individuals with special health care or children with special health care needs indicates the need for frequent utilization of, a course of treatment with or regular monitoring by a specialist, the Contractor shall allow individuals with special health care needs, whose treatment plan indicates the need for frequent utilization of a specialist, to retain the specialist as a PCP, or alternatively, be allowed direct access, with prior authorization, to specialists for needed care (42 C.F.R. § 438.208(c)(4) and 438.6(m)).

14.15 Comprehensive Medication Therapy Management Services

- 14.15.1 The Contractor shall ensure its provider contracts include provider reimbursement methods within the medical billing processes that incentivize pharmacists or other qualified providers licensed in Washington State to provide comprehensive medication management services to targeted individuals, consistent with RCW 74.09.522.
- 14.15.2 For the purposes of this Subsection, "targeted individual" means an enrollee who has undergone a transition of care that is likely to create a high risk of medication-related problems, and meets one or more of the following:
 - 14.15.2.1 Takes four or more prescribed medications (including over-the-counter medications and dietary supplements); or
 - 14.15.2.2 Takes any "high risk" medications as defined by NCQA for the HEDIS® Measure: Use of High Risk Medications in the Elderly; or
 - 14.15.2.3 Has two or more chronic diseases from the list of conditions measured by CMS as part of the Department of Health and Human Services Multiple Chronic Condition initiative.
- 14.15.3 Comprehensive medication therapy management services includes all of the following:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 14.15.3.1 Performing or obtaining necessary assessments of the health and functional status of each patient receiving such comprehensive medication therapy management services;
 - 14.15.3.2 Formulating a medication treatment plan according to therapeutic goals agreed upon by the prescriber and the patient or caregiver or authorized representative of the patient;
 - 14.15.3.3 Selecting, initiating, modifying, recommending changes to, or administering medication therapy;
 - 14.15.3.4 Monitoring, which may include access to, ordering, or performing laboratory assessments, and evaluating the response of the patient to therapy, including safety and effectiveness;
 - 14.15.3.5 Performing an initial comprehensive medication review to identify, resolve, and prevent medication-related problems, including adverse drug events;
 - 14.15.3.6 Quarterly targeted medication reviews for ongoing monitoring, and additional follow up interventions on a schedule developed collaboratively with the prescriber;
 - 14.15.3.7 Documenting the care delivered and communicating essential information about such care, including a summary of the medication review, and the recommendations of the pharmacist to other appropriate health care providers of the patient in a timely fashion;
 - 14.15.3.8 Providing education and training designed to enhance the understanding and appropriate use of the medications by the patient, caregiver, and other authorized representative;
 - 14.15.3.9 Providing information, designed to enhance patient adherence with therapeutic regimens;
 - 14.15.3.10 Coordinating and integrating comprehensive medication therapy management services within the broader health care management services, including referrals to community-based self-management services, such as the Chronic Disease Self-Management Education program or other social services and resources provided to the patient; and
 - 14.15.3.11 Such other patient care services allowed under pharmacist scopes of practice in use in other Federal programs that have implemented comprehensive medication therapy management services.
- 14.15.4 The Contractor shall provide an annual report to HCA on the impact of comprehensive medication therapy management services on patient clinical outcomes and total health care costs, including reduction in emergency department utilization, hospitalization, and drug costs. The report is due to HCA no later than September 1, 2016.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

**15 SPECIAL PROVISIONS FOR I/T/U PROVIDERS AND AMERICAN INDIAN/ALASKA
NATIVE ENROLLEES**

15.1 Special Provisions for Subcontracts with I/T/U Providers

- 15.1.1 If, at any time during the term of this Contract, an I/T/U Provider submits a written request to the Contractor at the mailing address set forth on the cover page of this Contract indicating such I/T/U Provider's intent to enter into a subcontract with the Contractor, the Contractor must negotiate in good faith with the I/T/U Provider.
 - 15.1.1.1 Any such subcontract must include the Special Terms and Conditions set forth in the I/T/U Provider Addendum, to be developed in consultation with the I/U/T Providers and Tribes, based on the Model QHP Addendum for Indian Health Care Providers issued by the U.S. Department of Health and Human Services on April 4, 2013. To the extent that any provision set forth in the subcontract between the Contractor and the I/T/U Provider conflicts with the provisions set forth in the I/T/U Provider Addendum, the provisions of the I/T/U Provider Addendum shall prevail.
 - 15.1.1.2 Such subcontract may include additional Special Terms and Conditions that are approved by the I/T/U Provider and the Contractor. Each party must provide the HCA Tribal Liaison with a complete copy of such Additional Special Terms and Conditions, in the format specified by the Agency, and a written statement that both parties have agreed to such Additional Special Terms and Conditions.
- 15.1.2 Any subcontracts with I/T/U Providers must be consistent with the laws and regulations that are applicable to the I/T/U Provider. The Contractor must work with each I/T/U Provider to prevent the Contractor's business operations from placing requirements on the I/T/U Provider that are not consistent with applicable law or any of the special terms and conditions in the subcontract between the Contractor and the I/T/U Provider.
- 15.1.3 The Contractor may seek technical assistance from the HCA Tribal Liaison to understand the legal protections applicable to I/T/U Providers and American Indian/Alaska Native Medicaid recipients.
- 15.1.4 In the event that (a) the Contractor and the I/T/U Provider fail to reach an agreement on a subcontract within 90 days from the date of the I/T/U Provider's written request (as described in Subsection 15.1.1) and (b) the I/T/U Provider submits a written request to HCA for a consultation with the Contractor, the Contractor and the I/T/U Provider shall meet in person with HCA in Olympia within thirty (30) calendar days from the date of the I/T/U Provider's written consultation request in an effort to resolve differences and come to an agreement. Executive leadership of the Contractor must attend this meeting in person and be permitted to have legal counsel present.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

15.2 Other Special Provisions for I/T/U Providers

- 15.2.1 No later than December 31, 2016, the Contractor shall submit to the HCA Tribal Liaison a plan that describes various services, financing models, and other activities for the Contractor to:
 - 15.2.1.1 Support the recommendations set forth in the Tribal Centric Behavioral Health Report to the Washington State Legislature under 2SSB 5732, Section 7, Chapter 388, Laws of 2013, issued on November 30, 2013.
 - 15.2.1.2 Support and enhance the care coordination services provided by I/T/U Providers for enrollees, both American Indian/Alaska Native and non-American Indian/Alaska Native, including coordination with non-I/T/U Provider:
 - 15.2.1.2.1 Mental health services;
 - 15.2.1.2.2 Substance use disorder treatment services;
 - 15.2.1.2.3 Crisis services;
 - 15.2.1.2.4 Voluntary inpatient services;
 - 15.2.1.2.5 Involuntary commitment evaluation services; and
 - 15.2.1.2.6 Inpatient discharge services.
 - 15.2.1.3 Improve access for American Indian/Alaska Native enrollees (including those who do not receive care at I/T/U Providers) to receive:
 - 15.2.1.3.1 Behavioral health prevention services;
 - 15.2.1.3.2 Physical and behavioral health care services for co-occurring disorders; and
 - 15.2.1.3.3 Culturally appropriate physical and behavioral health care.

15.3 Special Provisions for American Indians and Alaska Natives

- 15.3.1 If an American Indian/Alaska Native enrollee indicates to the Contractor that he or she wishes to have an I/T/U Provider as his or her PCP, the Contractor must treat the I/T/U Provider as an in-network PCP under this Contract for such enrollee regardless of whether or not such I/T/U Provider has entered into a subcontract with the Contractor.
- 15.3.2 In accord with the Section 5006(d) of the American Recovery and Reinvestment Act of 2009, the Contractor is required to allow American Indians and Alaska Natives free access to and make payments for any participating and nonparticipating I/T/U providers for contracted services provided to American

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

Indian and Alaska Native enrollees at a rate equal to the rate negotiated between the Contractor and the I/T/U provider. If such a rate has not been negotiated, the payment is to be made at a rate that is not less than what would have otherwise been paid to a participating provider who is not an I/T/U provider.

16 BENEFITS

16.1 Scope of Services

- 16.1.1 The Contractor is responsible for covering medically necessary services to enrollees sufficient in amount, duration or scope to reasonably be expected to achieve the purpose for which the services are furnished (42 C.F.R. § 438.210(a)(3)(ii). The Contractor shall cover services related to the following (42 C.F.R. § 438.210(a)(4); WAC 182-501-0060):
 - 16.1.1.1 The prevention, diagnosis, and treatment of health impairments.
 - 16.1.1.2 The achievement of age-appropriate growth and development.
 - 16.1.1.3 The attainment, maintenance or regaining of functional capacity.
- 16.1.2 For services that the HCA determines are non-covered that are not specifically excluded by this Contract, excluded from coverage under federal regulation or excluded from coverage by HCA, the Contractor shall have policies and procedures consistent with WAC 182-501-0160, Exception to Rule (ETR). The Contractor shall cover a service when the criteria in this WAC are met.
- 16.1.3 For services that are covered, but with limits in scope, amount or duration the Contractor will have policies and procedures consistent with WAC 182-501-0169 Limitation Extension (LE) to determine medical necessity of services outside or more than the limit. The Contractor is responsible for covering a service when the criteria in this WAC are met and results in an approval of services outside or more than the limitation.
- 16.1.4 This Contract does not in any manner delegate coverage decisions to the Contractor. The Contractor must provide the same amount, duration and scope of services as the Health Care Authority fee-for-service program unless a service is specifically excluded. Covered services that are not excluded are contracted services. The Contractor makes the decision whether or not a contracted service is medically necessary. Medical necessity decisions are to be made based on an individual enrollee's healthcare needs by a health care professional with expertise appropriate to the enrollee's condition. The Contractor may not make global medical necessity decisions, since that is a coverage decision. The Contractor is allowed to have guidelines, developed and overseen by appropriate health care professionals, for approving services. All denials of contracted services are to be individual medical necessity decisions made by a health care professional without being limited by such guidelines.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.1.5 Except as otherwise specifically provided in this Contract, the Contractor shall provide contracted services in the amount, duration and scope described in the Medicaid State Plan (42 C.F.R. § 438.210(a)(1 & 2)).
- 16.1.6 If the Contractor elects not to provide or reimburse for a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover with its application for Medicaid and whenever it adopts such a policy during the term of this Contract. The Contractor shall provide the notice to HCA at least thirty (30) calendar days before the change takes effect.
- 16.1.7 The amount and duration of contracted services that are medically necessary depends on the enrollee's condition (42 C.F.R. § 438.210(a)(3)(i)).
- 16.1.8 The Contractor shall not arbitrarily deny or reduce the amount, duration or scope of required services solely because of the enrollee's diagnosis, type of illness or condition (42 C.F.R. § 438.210(a)(3)(ii)).
- 16.1.9 Except as specifically provided in the provisions of the Authorization of Services Section, the requirements of this Section shall not be construed to prevent the Contractor from establishing utilization control measures as it deems necessary to assure that services are appropriately utilized, provided that utilization control measures do not deny medically necessary contracted services to enrollees nor unduly burden providers or enrollees. The Contractor's utilization control measures are not required to be the same as those in the Medicaid fee-for-service program (42 C.F.R. § 438.210(a)(3)(iii)).
- 16.1.10 For specific contracted services, the requirements of this Section shall also not be construed as requiring the Contractor to provide the specific items provided by the Health Care Authority under its fee-for-service program, but shall rather be construed to require the Contractor to provide the same scope of services.
- 16.1.11 Nothing in this Contract shall be construed to require or prevent the Contractor from covering services outside of the scope of contracted services (42 C.F.R. § 438.6(e)).
- 16.1.12 The Contractor may limit the provision of contracted services to participating providers except as specifically provided in this Contract; and the following provisions of this Subsection:
 - 16.1.12.1 Emergency services;
 - 16.1.12.2 Outside the Service Areas as necessary to provide medically necessary services; and
 - 16.1.12.3 Coordination of Benefits, when an enrollee has other primary comparable medical coverage as necessary to coordinate benefits.
- 16.1.13 Within the Service Area:
 - 16.1.13.1 Within the Contractor's service areas, as defined in the Service Areas provisions of the Enrollment Section of this Contract, the Contractor shall cover enrollees for all medically necessary services included in the scope of services covered by this Contract.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.1.14 Outside the Service Area:

16.1.14.1 For enrollees who are temporarily outside the service area or who have moved to a service area not served by the Contractor, the Contractor shall cover the following services:

16.1.14.1.1 Emergency and post-stabilization services.

16.1.14.1.2 Urgent care services associated with the presentation of medical signs that require immediate attention, but are not life threatening. The Contractor may require prior-authorization for urgent care services as long as the wait times specified in the, Appointment Standards provisions of the Access Section of this Contract, are not exceeded.

16.1.14.1.3 Services that are neither emergent nor urgent, but are medically necessary and cannot reasonably wait until enrollee's return to the service area. The Contractor is not required to cover non-symptomatic (i.e., preventive care) out of the service area. The Contractor may require prior-authorization for such services as long as the wait times specified in the Appointment Standards provision of the Access Section of this Contract are not exceeded.

16.1.14.1.4 The Contractor is not responsible for coverage of any services when an enrollee is outside the United States of America and its territories and possessions.

16.2 Second Opinions

16.2.1 The Contractor must authorize a second opinion regarding the enrollee's health care from a qualified health care professional within the Contractor's network, or provide authorization for the enrollee to obtain a second opinion outside the Contractor's network, if the Contractor's network is unable to provide for an independent and impartial qualified health care professional. The appointment for a second opinion must occur within thirty (30) calendar days of the request. The enrollee may request to postpone the second opinion to a date later than thirty (30) calendar days.

16.2.2 If the Contractor refuses to authorize a second opinion, or a second opinion from a provider of the enrollee's choice, the refusal is an action, which shall be subject to appeal under the provisions of the Grievance System section of this Contract.

16.2.3 This Section shall not be construed to require the Contractor to cover unlimited second opinions, nor to require the Contractor to cover any services other than the professional services of the second opinion provider (42 C.F.R. § 438.206(b)(3)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.3 Sterilizations and Hysterectomies

The Contractor shall assure that all sterilizations and hysterectomies performed under this Contract are in compliance with 42 C.F.R. § 441 Subpart F, and that HCA Sterilization Consent Form (HCA 13-364)) or its equivalent is used.

16.4 Narcotic Review

A Contractor's Medical Director or representative shall participate in the Washington HCA Managed Care Medical Director's meeting to develop a process to identify and manage enrollees with a diagnosis of chronic, non-cancer pain taking opioids at a combined daily dose of greater than listed as the maximum in the Agency Medical Directors' Group (AMDG) Opioid Guidelines. Contractor activities developed in collaboration with peer managed care organizations to address this health and safety concern may include, but is not limited to: prescriber and enrollee education about the risk of using high dose opioids, including the provision of opioid dosing guidelines to the prescriber, use of naloxone, requesting second opinions from a pain management specialist, preauthorization of all opioid medication, negotiating taper plans with the prescriber resulting in safer dosing levels and referrals to mental health services and/or substance use disorder programs for assessment.

16.5 Enrollee in Facility at Enrollment

16.5.1 If an enrollee was admitted to a hospital the same month that enrollment occurs, the Contractor is responsible for the admission and all related services unless:

16.5.1.1 the enrollee is SSI Blind/Disabled and admitted to a CPE hospital. In this case, HCA is responsible for the inpatient claim and the Contractor is responsible for professional services and management of the authorization requirements.

16.5.2 HCA is responsible for payment of all hospital and professional services provided from the date of admission until the date the enrollee is discharged from the acute hospital inpatient stay when:

16.5.2.1 the client was admitted to the hospital in the same month Medicaid eligibility is established but enrollment is not completed until the following month; or

16.5.2.2 the client was on fee-for-service before the admission and is enrolled in AHMC during the admission; or

16.5.2.3 the client's eligibility is retroactive to a month prior to the current month, the client is hospitalized, and enrollment is completed during the admission.

16.5.3 If an enrollee was admitted to a skilled nursing or nursing facility, the same month that enrollment occurs, the Contractor is responsible for the admission and all related services, until the enrollee no longer meets rehabilitation or skilled level of care criteria.

16.5.4 DSHS is responsible for payment of any nursing facility admissions including

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

when the enrollee meets rehabilitation or skilled level of care criteria, provided from the date of admission until the date the enrollee is discharged from the nursing facility when:

- 16.5.4.1 the client was admitted to the nursing facility in the same month Medicaid eligibility is established but enrollment is not completed until the following month; or
 - 16.5.4.2 the client was on fee-for-service before the admission and is enrolled in AHMC during the admission; or
 - 16.5.4.3 the client's eligibility is retroactive to a month prior to the current month, the client is admitted, and enrollment is completed during the admission.
- 16.5.5 If the enrollee's admission to a nursing facility is the responsibility of DSHS, under the provisions of 16.5.4, the Contractor is responsible for all other services as described in this Contract, except for the room and board for the nursing facility, that are medically necessary and required to meet the client's needs, including professional services, specialty beds, specialty wheelchairs, etc. The Contractor is responsible for management of the authorization requirements for these services.
- 16.5.6 The Contractor is responsible for actively participating in discharge planning from either a hospital or a nursing facility when that admission is the responsibility of HCA or DSHS, respectively, and coordinating the delivery of care pursuant to this Contract once discharge has occurred, including any subsequent care: hospital inpatient, rehabilitation, outpatient, outpatient observation, any professional services, and any subsequent nursing facility placements that meet rehabilitative or skilled stay nursing level of care criteria.
- 16.5.6.1 If the Enrollee is admitted to a hospital or a nursing facility after the first of the month in which enrollment occurred, the Contractor may conduct retrospective review to establish medical necessity of the admission.
- 16.5.7 If an enrollee changes AH MCOs and the change becomes effective during an inpatient admission, the AH MCO that the enrollee was enrolled with on the date of admission is responsible for payment of all covered inpatient facility and professional services. This responsibility continues from the date of admission until the date the enrollee no longer meets criteria for the rehabilitative or skilled benefit, or is discharged from a facility to home or a community residential setting or readmitted to an inpatient or observation hospital stay, consistent with the Skilled Nursing Facility Coordination Subsection of this Contract. The AH MCO that is receiving the enrollee is responsible for completing the responsibilities described in 16.5.6 above.
- 16.5.7.1 The party responsible for payment under this Subsection remains responsible for medical necessity determinations and service authorizations.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.6 Enrollee in facility at Termination of Enrollment

If an enrollee is in a facility at the time of termination of enrollment and the enrollee was enrolled with the Contractor on the date of admission, the Contractor shall be responsible for payment of all covered facility and professional services from the date of admission until one of the following occurs:

- 16.6.1 The enrollee is discharged from a facility to home or a community residential setting.
- 16.6.2 The enrollee's eligibility to receive Medicaid services ends. The Contractor's obligation for payment ends at the end of the month the enrollee's Medicaid eligibility ends.
- 16.6.3 The enrollee no longer meets the Contractor's rehabilitative or skilled criteria.

16.7 Deliveries and Newborn Coverage

- 16.7.1 For newborns born while their mother is hospitalized, the party responsible for the payment of covered services for the mother's hospitalization shall be responsible for payment of all covered inpatient facility and professional services provided to the newborn from the date of admission until the date the enrolled newborn is discharged from the acute care hospital.
- 16.7.2 If the HCA is responsible for payment of labor and delivery services provided to a mother, the HCA shall not pay the Contractor a Delivery Case Rate under the provisions of the Payment and Sanctions Section of this Contract.
- 16.7.3 For covered deliveries in a birthing center, the Contractor shall pay for all covered services, including facility costs and professional services provided to the mother and the newborn until the date the enrolled mother and newborn are discharged from the birthing center.
- 16.7.4 For home deliveries, the Contractor shall pay for all costs associated with the home delivery, including professional services provided to the mother and newborn.

16.8 General Description of Contracted Services

- 16.8.1 The Contractor shall provide a wellness exam to each enrollee that documents the enrollee's baseline health status and allows the enrollee's PCP to monitor health improvements and outcome measures.
- 16.8.2 When an enrollee has an alcohol and/or chemical dependency and/or mental health diagnosis, the Contractor is responsible for contracted services whether or not the enrollee is also receiving alcohol and/or chemical dependency and/or mental health treatment.
- 16.8.3 Inpatient Services:
 - 16.8.3.1 Provided by acute care hospitals.
 - 16.8.3.2 Provided by a Nursing Facility, Skilled Nursing Facility or other acute care setting, when services are determined medically necessary and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

nursing facility services are not covered by DSHS' Aging and Long Term Supports Administration.

- 16.8.3.3 Consultations with specialty providers, including psychiatric or psychology consultations, are covered during medical hospital stays or those admissions described in subsection 16.8.3.4.
- 16.8.3.4 The Contractor shall pay for any and all covered services provided during an inpatient admission even if part of that admission is for mental health services, when the admission did not occur in a psychiatric facility or designated psychiatric bed or the admission was not approved by a BHO.
- 16.8.3.5 The Contractor shall pay for any and all covered services provided during an inpatient admission for medical detoxification services.
- 16.8.4 Outpatient Hospital Services: Provided by acute care hospitals, including emergency room visits for mental health reasons when an inpatient admission did not occur, or if the client was transferred for a BHO approved mental health admission to a different facility.
- 16.8.5 Emergency Services and Post-stabilization Services:
 - 16.8.5.1 Emergency Services: Emergency services are defined in this Contract.
 - 16.8.5.1.1 The Contractor will provide all inpatient and outpatient emergency services in accord with the requirements of 42 C.F.R. § 438.114.
 - 16.8.5.1.2 The Contractor shall cover all emergency services provided by a licensed provider, acting within their scope of practice, regardless of diagnosis, without regard to whether the provider is a participating or non-participating provider (42 C.F.R. § 438.114 (c)(1)(ii)).
 - 16.8.5.1.3 The Contractor shall ensure that an enrollee who has an emergency medical condition is not held liable for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize the patient. (42 C.F.R. § 438.114(d)(2)).
 - 16.8.5.1.4 The Contractor shall not refuse to cover emergency services based on the emergency room provider, hospital, or fiscal agent not notifying the enrollee's primary care provider or the Contractor of the enrollee's screening and treatment within 10 calendar days of presentation for emergency services (42 C.F.R. § 438.114 (c)(1)(ii)).

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.8.5.1.5 The only exclusions to the Contractor's coverage of emergency services are:
 - 16.8.5.1.5.1 Emergency services for enrollees with a mental health diagnosis, when the emergency room visit results in a BHO approved inpatient admission to the psychiatric facility/unit at the same hospital; and
 - 16.8.5.1.5.2 Dental services only if provided by a dentist or an oral surgeon to treat a dental diagnosis, covered under HCAs' fee-for-service program.
- 16.8.5.1.6 Emergency services shall be provided without requiring prior authorization.
- 16.8.5.1.7 What constitutes an emergency medical condition may not be limited on the basis of lists of diagnoses or symptoms (42 C.F.R. § 438.114 (d)(1)(i)).
- 16.8.5.1.8 The Contractor shall cover treatment obtained under the following circumstances:
 - 16.8.5.1.8.1 An enrollee had an emergency medical condition, including cases in which the absence of immediate medical attention would not have had the outcomes specified in the definition of an emergency medical condition (42 C.F.R. § 438.114(c)(1)(ii)(A)).
 - 16.8.5.1.8.2 A participating provider or other Contractor representative instructs the enrollee to seek emergency services (42 C.F.R. § 438.114(c)(1)(ii)(B)).
 - 16.8.5.1.8.3 The enrollee presents at the emergency room with a psychiatric diagnosis but is not admitted for inpatient treatment. The Contractor is responsible for all covered psychotropic medications prescribed as a part of the emergency room visit.
- 16.8.5.1.9 If there is a disagreement between a hospital and the Contractor concerning whether the patient is stable enough for discharge or transfer, or whether the medical benefits of an unstabilized transfer outweigh the risks,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

the judgment of the attending physician(s) actually caring for the enrollee at the treating facility prevails and is binding on the Contractor (42 C.F.R. § 438.114 (d)(3)).

16.8.6 Post-stabilization Services:

16.8.6.1 The Contractor will provide all inpatient and outpatient post-stabilization services in accord with the requirements of 42 C.F.R. § 438.114 and 42 C.F.R. § 422.113(c).

16.8.6.2 The Contractor shall cover all post-stabilization services provided by a licensed provider, acting within their scope of practice, without regard to whether the provider is a participating or non-participating provider.

16.8.6.3 The Contractor shall cover post-stabilization services under the following circumstances (42 C.F.R. § 438.114 (e) and 42 C.F.R. § 438.113(c)(2)(iii)):

16.8.6.3.1 The services are pre-approved by a participating provider or other Contractor representative.

16.8.6.3.2 The services are not pre-approved by a participating provider or other Contractor representative, but are administered to maintain the enrollee's stabilized condition within one hour of a request to the Contractor for pre-approval of further post-stabilization care services.

16.8.6.3.3 The services are not pre-approved by a participating provider or other Contractor representative, but are administered to maintain, improve, or resolve the enrollee's stabilized condition and the Contractor does not respond to a request for pre-approval within thirty (30) minutes (RCW 48.43.093(1)(d)), the Contractor cannot be contacted or the Contractor representative and the treating physician cannot reach an agreement concerning the enrollee's care and a Contractor physician is not available for consultation. In this situation, the Contractor shall give the treating physician the opportunity to consult with a Contractor physician and the treating physician may continue with care of the enrollee until a Contractor physician is reached or one of the criteria identified in 42 C.F.R. § 438.114(e) and 42 C.F.R. § 422.133(c)(3) is met.

16.8.6.3.3.1 The Contractor's responsibility for post-stabilization services it has not pre-approved ends when (42 C.F.R. § 438.114(e) and 42 C.F.R. § 422.133(c)(3)):

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.8.6.3.3.1.1 A participating provider with privileges at the treating hospital assumes responsibility for the enrollee's care;
 - 16.8.6.3.3.1.2 A participating provider assumes responsibility for the enrollee's care through transfer;
 - 16.8.6.3.3.1.3 A Contractor representative and the treating physician reach an agreement concerning the enrollee's care; or
 - 16.8.6.3.3.1.4 The enrollee is discharged.
- 16.8.7 Ambulatory Surgery Center: Services provided at ambulatory centers.
- 16.8.8 Early, Intensive Behavior Intervention for Autism Spectrum Disorder and other related disorders (WAC 182-531A-0100-1200). Initial Clinical Evaluation by a Center of Excellence for children under twenty (21) years of age, with a diagnosis, or suspected diagnosis, of autism spectrum disorder, or other developmental delay conditions, for evaluation of the appropriateness of Applied Behavioral Analysis (ABA) as part of the child's plan of care.
 - 16.8.8.1 ABA treatment services and care coordination activities for children receiving ABA services.
- 16.8.9 Provider Services: Services provided in an inpatient or outpatient (e.g., office, clinic, emergency room, pharmacy or home) setting by licensed professionals including, but not limited to, physicians, physician assistants, advanced registered nurse practitioners, naturopaths, pharmacists, midwives, podiatrists, audiologists, registered nurses, and certified dietitians. Provider services include, but are not limited to:
 - 16.8.9.1 Medical examinations and mental health evaluations, including wellness exams for adults and EPSDT for children, and referrals for further mental health assessment, as needed.
 - 16.8.9.2 Immunizations.
 - 16.8.9.3 Pregnant and postpartum clients receive coverage for TDAP vaccine given in any setting (pharmacy, obstetrical provider, etc.) whether or not ordered by PCP.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.8.9.4 Family planning services provided or referred by a participating provider or practitioner.
- 16.8.9.5 Performing and/or reading diagnostic tests.
- 16.8.9.6 Private duty nursing for children age seventeen (17) and younger.
- 16.8.9.7 Surgical services.
- 16.8.9.8 Services to correct defects from birth, illness, or trauma, and mastectomy reconstruction.
- 16.8.9.9 Telemedicine.
- 16.8.9.10 Anesthesia.
- 16.8.9.11 Administering pharmaceutical products.
- 16.8.9.12 Fitting prosthetic and orthotic devices.
- 16.8.9.13 Physical Medicine Rehabilitation services.
- 16.8.9.14 Enrollee health education.
- 16.8.9.15 Nutritional counseling by a certified registered dietician for specific conditions such as failure to thrive, feeding problems, cystic fibrosis, diabetes, high blood pressure, and anemia.
- 16.8.9.16 Bio-feedback training when determined medically necessary.
- 16.8.9.17 Genetic testing for all enrollees. Genetic counseling for children and non-pregnant adults.
- 16.8.9.18 Medication Assisted Treatment.
- 16.8.9.19 Hormone therapy for any transgender enrollees and puberty-blocking treatment for transgender adolescents consistent with HCA's gender dysphoria treatment benefit.
- 16.8.10 Tissue and Organ Transplants: Heart, kidney, liver, bone marrow, lung, heart-lung, pancreas, kidney-pancreas, cornea, small bowel, and peripheral blood stem cell. The MCO shall use the same standards respecting coverage and delivery of the services as the State uses.
- 16.8.11 Laboratory, Radiology, and Other Medical Imaging Services: Screening and diagnostic services and radiation therapy.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.8.12 Vision Care: Eye examinations for visual acuity and refraction once every twenty-four (24) months for adults and once every twelve (12) months for children under age twenty-one (21). These limitations do not apply to additional services needed for medical conditions. The Contractor may restrict non-emergent care to participating providers.

16.8.13 Outpatient Mental Health

16.8.13.1 The Contractor shall create a link on the front page of its website for providers and enrollees that directs said providers and enrollees to a mental health website. The mental health website shall:

16.8.13.1.1 Contain information on how to access mental health services;

16.8.13.1.2 Display a current list of contracted mental health professionals; and

16.8.13.1.3 Include information on how to contact the Contractor should the provider or enrollee have difficulty accessing such care.

16.8.13.2 The Contractor shall provide written instructions to its primary care and mental health professionals on how to access and provide mental health services to enrollees. Instructions shall include information on when an enrollee should be referred to the Behavioral Health Organization (BHO) for an evaluation and when the enrollee should receive services from a provider contracted with the Contractor for mental health services.

16.8.13.3 The Contractor shall evaluate an enrollee requesting outpatient mental health services to determine whether the enrollee is likely to meet medical necessity criteria to receive services through the BHO. See Exhibit B, Access to Care Standards.

16.8.13.4 If the Contractor determines the enrollee is not likely to meet the ACS, it shall provide all medically necessary outpatient mental health services, including psychiatric and psychological testing, evaluation and diagnosis, treatment and counseling, and medication management as described in this Section.

16.8.13.5 If the Contractor determines the enrollee is likely to meet the ACS, it shall refer the enrollee to the BHO in the enrollee's service area for an intake assessment. If the enrollee lives in a service area in which there is Fully Integrated Managed Care, the enrollee will be referred to the BHSO in that service area.

16.8.13.6 If the enrollee is referred to the BHO for intake and evaluation, the Contractor shall continue to provide medically necessary outpatient

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

mental health services until the BHO determines whether the enrollee meets the ACS.

16.8.13.7 If the BHO determines the enrollee meets the ACS, the Contractor shall coordinate with the BHO to transition the enrollee to the BHO to ensure continuity of care.

16.8.13.8 If the BHO determines the enrollee does not meet the ACS, the Contractor shall provide all medically necessary outpatient mental health services, including, but not limited to psychiatric and psychological testing, evaluation and diagnosis and medication management as described in this Section.

16.8.13.9 The Contractor shall ensure medication management:

16.8.13.9.1 Provided by the PCP; or

16.8.13.9.2 Provided in conjunction with a mental health professional contracted with the Contractor; or

16.8.13.9.3 Provided by an BHO prescriber. The Contractor shall coordinate medication management with the BHO prescriber; or

16.8.13.9.4 In accord with the requirements of pharmacists under RCW 69.41.190(3); and

16.8.13.9.5 Provided by a pharmacist as part of the comprehensive medication therapy management services, described in this Contract.

16.8.13.10 The Contractor may subcontract with BHOs to provide the outpatient mental health services that are the responsibility of the Contractor. Such contracts shall not be written or construed in a manner that provides less than the services otherwise described in this Section as the Contractor's responsibility for outpatient mental health services.

16.8.13.11 The Contractor shall utilize the full range of Behavioral Health Professionals as described in Subsection 6.12 and Exhibit C, Designation of Behavioral Health of this Contract to ensure mental health services are provided by the most appropriate provider to meet the enrollee's needs.

16.8.14 Second Opinion for Children Prescribed Mental Health Medications.

16.8.14.1 The Contractor shall obtain a medication consultation by an HCA-approved Second Opinion Network provider (SON) when psychotropic medications or medication regimens for children under eighteen (18)

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

years of age exceed the medication review thresholds as defined by HCA . The consultation shall be obtained via a process defined by HCA.

- 16.8.14.1.1 HCA will provide the Contractor with a list of products which will be the set of “psychotropic medications” for the purpose of this Section.
- 16.8.14.1.2 HCA will provide the Contractor with definitions of age and dose based review thresholds for certain psychotropic medications which must be implemented as claim rejections within the contractor’s pharmacy claims processing system.
- 16.8.14.1.3 For the defined list of psychotropic medications, the Contractor is prohibited from applying any clinically or therapeutically based claim rejections or authorization requirements which have not been reviewed and approved by HCA.
- 16.8.14.1.4 For enrollees who have previously filled prescriptions for the same drug at the same daily dosage, the Contractor shall authorize continuation of psychotropic medications exceeding these review thresholds until receipt of written report containing treatment recommendations from the SON.
- 16.8.14.1.5 For enrollees who have NOT previously filled prescriptions at the same daily dosage, the Contractor shall deny authorization of psychotropic medications exceeding these review thresholds until receipt of written report containing treatment recommendations from the SON.
- 16.8.14.1.6 No later than two business days after any denial due to agency defined review thresholds or other clinical review requirements proposed by the contractor and approved by the HCA as described in this Section, the Contractor shall send notification of authorization denial to applehealthpharmacypolicy@hca.wa.gov. Notification shall include enrollee’s name, date of birth, ProviderOne client ID, National Drug Code of the drug denied, prescribed quantity and days’ supply, National Provider Identifier of prescriber, name of prescriber, fax or phone number for prescriber, National Provider Identifier of dispensing pharmacy, name of dispensing pharmacy, fax or phone number of dispensing pharmacy, date of denial by plan, and reason for denial.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.8.14.1.7 Upon notification by HCA that a prescriber has failed to provide documentation to support a prescription which exceeds HCA defined review thresholds, or that the prescriber has failed to participate in an SON consultation, the Contractor shall deny all medications exceeding thresholds within five (5) business days.
- 16.8.14.1.8 No later than fourteen (14) calendar days following the end of a calendar month the Contractor shall provide a report in a format as defined by HCA of all utilization of psychotropic medications by enrollees under eighteen (18) years of age. HCA will use this report to initiate second opinion medication reviews for enrollees meeting defined thresholds of psychotropic polypharmacy and therapy duplication.
- 16.8.14.1.9 Upon receipt of written report from the Second Opinion Network provider, the Contractor shall approve or deny medications according to the recommendations of the SON within five (5) business days.
- 16.8.14.1.10 Changes to medications or medication regimens which exceed HCA review thresholds and which are not addressed in an existing SON report require the initiation of a new SON review by the Contractor. Reduction of medication doses and / or discontinuation of medications in a psychotropic polypharmacy regimen do not require a new SON.
- 16.8.14.1.11 Payment to the SON provider for required reviews are the responsibility of HCA according to the provisions of HCA's contract with the SON provider.
- 16.8.14.1.12 The Contractor is responsible for payment to the prescribing practitioner for time spent engaging in medication review process with the SON.
- 16.8.14.1.13 To assist prescribers in meeting the needs of Enrollees who are children with a mental health diagnosis, and in order to minimize the need for required medication reviews, the Contractor shall inform network prescribers that HCA provides access to consultation with a child psychiatrist through the Partnership Access Line (PAL). The Contractor is not required to provide payment to prescribers for voluntarily accessing the PAL.
- 16.8.14.1.14 Changes to the medication review thresholds established by the Medicaid fee-for-service program will be communicated to the Contractor no less than sixty

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

(60) calendar days before any required implementation date.

16.8.15 Occupational Therapy, Speech Therapy, and Physical Therapy: Services for the restoration or maintenance of a function affected by an enrollee's illness, disability, condition or injury, or for the amelioration of the effects of a developmental disability if the enrollee is not receiving services from a Department of Health (DOH) recognized neurodevelopmental center.

16.8.16 Pharmaceutical Products:

16.8.16.1 Covered drug products shall include:

16.8.16.1.1 Prescription and over-the-counter drug products according to the Health Care Authority approved formulary. The Contractor's formulary shall include all therapeutic classes covered by the Health Care Authority's fee-for-service Prescription Drug Program, and a sufficient variety of drugs in each therapeutic class to meet enrollees' medically necessary health care needs;

16.8.16.1.2 Antigens and allergens;

16.8.16.1.3 Therapeutic vitamins and iron prescribed for prenatal and postnatal care;

16.8.16.1.4 Insulin Pens without requiring authorization and approval for:

16.8.16.1.4.1 Pregnant women; and

16.8.16.1.4.2 Children under age 21.

16.8.16.1.5 Psychotropic medications according to the contractor's approved formulary when prescribed by a medical or mental health professional, when he or she is prescribing medications within his or her scope of practice with appropriate.

16.8.16.1.6 Hemophiliac Blood Product – Blood factors VII, VIII, and IX and the anti-inhibitor provided to enrollees with a diagnosis of hemophilia or von Willebrand disease when the enrollee is receiving services in an inpatient setting.

16.8.16.1.7 All Food and Drug Administration (FDA) approved contraceptive drugs, devices, and supplies, including emergency contraception, all long acting reversible contraceptives, all over-the-counter (OTC)

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

contraceptives and contraceptive methods which require administration or insertion by a health care professional in a medical setting. Coverage of contraceptive drugs, devices and supplies must include:

- 16.8.16.1.7.1 All OTC contraceptives without a prescription. This includes but is not limited to condoms, spermicides, sponges and any emergency contraceptive drug that is FDA-approved to be dispensed over the counter. There are no limits to these OTC contraceptives. OTC contraceptives must be covered without authorization or quantity limits.
- 16.8.16.1.7.2 Coverage when dispensed by either a pharmacy or a Family Planning Clinic at the time of a family planning visit. Contraceptives dispensed by a Family Planning Clinic must be covered under the medical benefit.
- 16.8.16.1.7.3 Dispensing of 12 months of contraceptives at one time without authorization requirements related to quantity or days supplied. Duration of any authorization for contraceptives for other reasons must be no less than 12 months.
- 16.8.16.1.7.4 Contraceptive dispensing in twelve (12) month supplies unless otherwise prescribed by the clinician or the enrollee requests a smaller supply.
- 16.8.16.1.7.5 Encourage prescribers to write contraception prescriptions for dispensing in twelve (12) month supplies and pharmacists to dispense in twelve (12) month supplies.
- 16.8.16.1.7.6 Appropriate prescribing and dispensing practices in accord with clinical guidelines to ensure the health of the enrollee while maximizing access to effective birth control methods or contraceptive drugs.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.8.16.1.7.7 All drugs FDA labeled or prescribed as Medication Assisted Treatment (MAT) or maintenance therapy for substance use disorders, with the exception of methadone dispensed directly by opiate substitution treatment programs. The Contractor will cover all MAT according to guidelines and requirements determined by HCA.

16.8.16.2 Coverage of Mental Health Medications

16.8.16.2.1 Failure to cover mental health drugs as described in this Subsection may result in sanctions as described in the Sanctions Subsection of this Contract.

16.8.16.2.2 The Contractor's formulary shall be identical to the Washington Preferred Drug List for antipsychotic medications including HCA's generic first requirements.

16.8.16.2.3 The Contractor shall make exceptions to refill-too-soon requirements for any medication dispensed to enrollees, admitted to a psychiatric residential treatment center or to any enrollee when it is medically necessary to do so.

16.8.16.2.4 Coverage Limitations

16.8.16.2.4.1 The Contractor shall not place any coverage limitations including quantity, dose, indication, duration, or duplication of therapy on antipsychotics, antidepressants or medications to treat Attention Deficit Hyperactivity Disorder (ADHD) without the written authorization of HCA.

16.8.16.2.4.2 The Contractor shall submit coverage limitations and any proposed changes to existing coverage limitations to HCA for approval before implementation.

16.8.16.2.5 Indefinite continuation of therapy for the following mental health drugs.

16.8.16.2.5.1 Drugs that have an FDA-approved indication for treatment of ADHD that have been previously prescribed for an enrollee 21 years of age or younger,

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

regardless of the drug's status on the contractor's formulary.

16.8.16.2.5.2 Antipsychotic and antidepressant medications that an enrollee has been previously prescribed, regardless of the drug's status on the Contractor's formulary.

16.8.16.2.6 The Contractor shall authorize continuation of therapy based on an oral or written statement from a pharmacist or prescribing provider or his or her delegate. Chart notes shall not be required for authorization of continuation of therapy.

16.8.16.3 The Contractor shall provide online access to its formulary and coverage criteria to participating pharmacies and participating providers and to enrollees and potential enrollees. The online formulary shall be easy to access and the website in which it is situated will be designed to use easily understandable language.

16.8.16.4 The Contractor shall have in place a mechanism to deny prescriptions written:

16.8.16.4.1 By excluded providers;

16.8.16.4.2 From non-rebate eligible manufacturers; and

16.8.16.4.3 For non-medically accepted indications.

16.8.16.5 Emergency supply of medication

16.8.16.5.1 The Contractor shall have a process for providing an emergency drug supply to enrollees when a delay in authorization would interrupt a drug therapy that must be continuous or when the delay would pose a threat to the enrollee's health and safety. The drug supply provided must be sufficient to bridge the time until an authorization determination is made.

16.8.16.5.2 The Contractor shall have a process for authorization after the fact of an emergency fill as defined in this Contract when an emergency fill of a medication is dispensed according to the professional judgment of the dispensing pharmacist not to exceed thirty (30) days supply. The authorization for the prescription must match the drug quantity and days supplied as dispensed by the pharmacist.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.8.16.6 The Contractor shall have a Drug Use Review program that ensures providers screen for allergies, idiosyncrasies, chronic conditions that may relate to drug utilization, potential drug therapy problems, and provide counseling to the enrollee in accordance with existing state pharmacy laws and federal regulations.

16.8.16.7 Drug Rebate Requirements

16.8.16.7.1 Section 2501 (c) of the Patient Protection and Affordable Care Act (ACA) expanded the drug rebate requirement to include drugs dispensed to enrollees. Covered outpatient drugs dispensed by the Contractor to enrollees, including those administered by physicians in their offices, are subject to the same manufacturer rebate requirements as HCA's fee-for-service outpatient drugs.

16.8.16.7.2 The Contractor is subject to requirements for rebate agreements as defined in Section 1927 of the Social Security Act found at:
http://www.ssa.gov/OP_Home/ssact/title19/1927.htm

16.8.16.7.3 The Contractor shall ensure that:

16.8.16.7.3.1 Products in the Contractor's drug formulary are purchased from a participating rebate eligible manufacturer as defined in this Contract. A list of eligible manufacturers can be found at:
http://www.hca.wa.gov/medicaid/pharmacy/Documents/rebate_customer_list.pdf;

16.8.16.7.3.2 Bulk chemicals used in the compounding of medications are exempt from the federal rebate requirements.

16.8.16.7.3.3 Drug rebate records are kept in accord with the Records Retention section of this contract and are made available to HCA upon request.

16.8.17 Non-pharmaceutical birth control products, including:

16.8.17.1 ParaGard[®] (T 380A);

16.8.17.2 Fertility awareness-based methods, such as cycle beads, basal body temperature thermometers, and charts; and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.8.17.3 Essure© sterilization method.
- 16.8.18 Enteral nutrition products, including the following:
 - 16.8.18.1 Parenteral nutritional supplements and supplies for all clients.
 - 16.8.18.2 Enteral nutrition products and supplies for tube-feeding are covered for all clients.
 - 16.8.18.3 Medically necessary oral enteral nutrition products, including prescribed infant formulas not covered by WIC or additional quantities beyond amounts allowed by WIC, for clients 20 years of age and under.
- 16.8.19 Home Health Services: Home health services through state-licensed agencies.
- 16.8.20 Durable Medical Equipment (DME) and Supplies and any applicable sales tax including, but not limited to: DME; surgical appliances; orthopedic appliances and braces; prosthetic and orthotic devices; breast pumps; incontinence supplies for enrollees over three (3) years of age; and medical supplies. Incontinence supplies shall not include non-disposable diapers unless the enrollee agrees. The Contractor shall consult with the Washington State Department of Revenue for guidance on the applicable sales tax.
- 16.8.21 Respiratory Care: Equipment, services and supplies.
- 16.8.22 Hospice Services: Includes services for adults and children and provided in Skilled Nursing Facilities/Nursing Facilities, hospitals, hospice care centers and the enrollee's home. Hospice services include:
 - 16.8.22.1 Pediatric Palliative Care - services provided through a hospice agency to enrollees under twenty-one (21) years of age with a life-limiting medical condition.
 - 16.8.22.2 Pediatric Concurrent Care - palliative and medically necessary curative services delivered at the same time as hospice services, providing a blend of curative and palliative services to enrollees under twenty-one (21) years of age.
- 16.8.23 Blood, Blood Components and Human Blood Products: Administration of whole blood and blood components as well as human blood products. In areas where there is a charge for blood and/or blood products, the Contractor shall cover the cost of the blood or blood products.
- 16.8.24 Treatment for Renal Failure: Hemodialysis, or other appropriate procedures to treat renal failure, including equipment needed in the course of treatment.
- 16.8.25 Ambulance Transportation: The Contractor shall cover ground ambulance transportation for emergency medical conditions, as defined in this Subsection.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

For ambulance purposes, “emergency medical conditions” include psychotic episodes necessitating ambulance transportation of a mentally ill client to an evaluation and treatment facility. Covered ground ambulance services include Basic and Advanced Life Support (BLS and ALS) Services, Specialty Care Transport (SCT) and other required transportation costs, such as tolls, fares and extra attendant. In addition, the Contractor shall cover ambulance services under three circumstances for non-emergencies:

- 16.8.25.1 When it is necessary to transport an enrollee between facilities to receive a contracted service;
 - 16.8.25.2 When it is necessary to transport an enrollee, who must be carried on a stretcher, or who may require medical attention en route (RCW 18.73.180) to receive a covered service; and
 - 16.8.25.3 When it is medically necessary to transport an enrollee from home to a facility for a medical appointment and return trip home in a vehicle equipped to provide BLS or ALS.
- 16.8.26 Smoking Cessation Services with or without primary care provider referral or Contractor prior authorization. The Contractor shall submit to HCA a quarterly report via email to hcamcprograms@hca.wa.gov. The report shall include the number of enrollees that have accessed the Contractor’s Quit Line in the previous quarter. The quarterly reports are due to HCA April 15, July 15, October 15, and January 15 of each calendar year.
- 16.8.27 Newborn Screenings: The Contractor shall cover all newborn screenings required by the Department of Health.
- 16.8.28 Early and Periodic Screening, Diagnosis and Treatment (EPSDT) (42 U.S.C. §§ 1396a(a)(43), 1396d(a)(4)(b), 1396d(r)):
- 16.8.28.1 The Contractor shall meet all requirements under the Social Security Act (SSA) Section 1905(r) and Health Care Authority EPSDT program policy.
 - 16.8.28.1.1 Covered screening services include, but are not limited to: a complete health and developmental history that assess for physical and mental health, developmental and substance use disorder conditions, a comprehensive, unclothed physical exam, immunizations according to age and health history, laboratory tests, including appropriate blood lead screening, health education and anticipatory guidance for both the child and caregiver, and screenings for: vision, dental, substance use conditions, mental health and hearing.
 - 16.8.28.1.2 The Contractor shall conduct outreach efforts with enrollees to promote completion of EPSDT services and may implement enrollee and primary care provider

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

incentives to ensure that enrollees under the age of 21 receive screening services at least as frequently as the periodicity requirements for such services established by HCA. Screening services are also covered at other times, when medically necessary (42 U.S.C. § 1396(r)(1)).

16.8.28.1.3 Diagnostic and treatment services include vision, dental and hearing services, a developmental delay screening between the ages of nine (9) and thirty (30) months, autism screening for children suspected of having autism, as well as any other services prescribed to correct or ameliorate physical, mental, psychological, medical, developmental or other health conditions discovered by and determined to be medically necessary by a physician, ARNP, or PA acting within his or her scope of practice (42 U.S.C. § 1396(r)(2)-(5)).

16.8.28.1.4 The Contractor shall be responsible for all EPSDT screening, diagnostic, and treatment services found to be medically necessary during the EPSDT exam. HCA has determined that EPSDT is available to and shall be covered by the Contractor for all children eligible for any of its medical programs. The Contractor may apply utilization management requirements to screening, diagnostic and treatment services identified as a need during an EPSDT examination.

16.8.28.2 If a service is determined to be medically necessary through EPSDT, the Contractor will provide the service, whether or not it is a contracted service, unless it is specifically excluded or prohibited by Federal rules. ETR and LE rules shall apply in these circumstances.

16.8.28.3 Any limit in scope (age), amount, duration and/or frequency is subject to a limitation extension provided for in WAC 182-501-0169 and can be exceeded with prior authorization.

16.8.28.4 If a child with special health care needs is assigned to a specialist for primary care, the assigned specialist is responsible for ensuring the child receives EPSDT services.

16.8.28.5 The Contractor may enter into contractual agreements with school-based health centers and family planning clinics to promote delivery of EPSDT services to adolescents accessing such services. Such contracts shall:

16.8.28.5.1 Require providers to follow EPSDT requirements;

16.8.28.5.2 Coordinate identified needs for specialty care, such as referrals for vision or mental health evaluation and

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

treatment services with the adolescent's primary care provider;

16.8.28.5.3 Not deny payment for EPSDT services delivered by more than one provider (primary care provider, school-based provider or family planning clinic) within a calendar year;

16.8.28.5.4 Ensure the policies and procedures for accessing such services by contracting school-based health centers and family planning clinics are compliant with applicable federal and state statutes; and

16.8.28.5.5 The Contractor shall coordinate with school-based health centers and other appropriate entities to assure activities performed by the Contractor are not duplicated.

16.8.28.6 The Contractor shall follow the guidelines found at the following website: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Benefits/Early-and-Periodic-Screening-Diagnostic-and-Treatment.html>.

16.8.29 Monaural and binaural hearing aids, including fitting, follow-up care, batteries, and repair: For enrollees age 20 and younger.

16.8.30 Bilateral Cochlear Implants, including implants, including parts, accessories, batteries, chargers, and repairs: For enrollees age 20 and younger.

16.8.31 Bone-Anchored Hearing Aids (BAHA), including BAHA devices (both surgically implanted and soft band headbands), replacement parts, and batteries: For enrollees age 20 and younger.

16.8.32 Services to Inmates of City and County Jail Facilities: The Contractor shall provide inpatient hospital services to enrollees who are inmates of a city or county jail facility when an inpatient admission occurs during the first month of the incarceration period and HCA has paid a premium for that month to the Contractor. The Contractor's existing policies about establishing medical necessity for the inpatient admission and procedure(s) may be applied, even retrospectively, to determine payment.

16.8.33 Habilitative Services: Limited to enrollees in the Medicaid expansion population that are eligible for the Alternative Benefit Plan (ABP). Devices for adults and children provided for this purpose are covered under the DME benefit.

16.8.33.1 For Children: No limitation.

16.8.33.2 For Adults: Twenty-four (24) units each for physical and occupational therapy and six (6) units of speech therapy, subject to limitation extensions as determined medically necessary.

16.8.33.3 Habilitative services do not include:

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.8.33.3.1 Day habilitation services designed to provide training, structured activities and specialized services to adults;
 - 16.8.33.3.2 Chore services to assist with basic needs;
 - 16.8.33.3.3 Vocational services;
 - 16.8.33.3.4 Custodial services;
 - 16.8.33.3.5 Respite care;
 - 16.8.33.3.6 Recreational care;
 - 16.8.33.3.7 Residential treatment;
 - 16.8.33.3.8 Social services; and
 - 16.8.33.3.9 Educational services.
- 16.8.34 Screening, Brief Intervention and Referral to Treatment (SBIRT) services for adolescents and adults who are at high risk for substance abuse, to include alcohol and drugs with or without anxiety or depression. The Contractor is not required to pay for SBIRT screening above and beyond the evaluation/management visits when there is no intervention or referral during the visit. Screening only conducted without brief intervention and referral to treatment is not reimbursable. SBIRT activities for identifying and reducing risk in individuals with drug or alcohol use concerns shall be one of the screening tools/interventions selected. Included as part of this effort are screens for depression and anxiety.
- 16.8.35 Comprehensive Medication Therapy Management Services.
- 16.8.36 Surgical procedures for weight loss or reduction consistent with WAC 182-531-1600.
- 16.8.37 Early, elective inductions (before 39 weeks) that meet medically necessary indicators set by the Joint Commission.
- 16.8.38 Medically necessary treatment for complications resulting from an excluded service.
- 16.8.39 Health Home Services.

16.9 Enrollee Self-Referral

- 16.9.1 Enrollees have the right to self-refer for certain services to participating or nonparticipating local health departments and participating or nonparticipating family planning clinics paid through separate arrangements with the State of Washington.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.9.2 The Contractor is not responsible for the coverage of the services provided through such separate arrangements.
- 16.9.3 The enrollees also may choose to receive such services from the Contractor.
- 16.9.4 The Contractor shall assure that enrollees are informed, whenever appropriate, of all options in such a way as not to prejudice or direct the enrollee's choice of where to receive the services. If the Contractor in any manner deprives enrollees of their free choice to receive services through the Contractor, the Contractor shall pay the local health department or family planning facility for services provided to enrollees up to the limits described herein.
- 16.9.5 The Contractor shall make a reasonable and fair effort to subcontract with all local health departments, school-based health centers, family planning agencies contracted with HCA, and Indian Health Service (IHS), Indian Tribe, Tribal Organization, and Urban Indian Organization (I/T/U) providers.
- 16.9.6 If the Contractor subcontracts with local health departments, school-based health centers, family planning clinics or Indian Health Service (IHS), Indian Tribe, Tribal Organization, and Urban Indian Organization (I/T/U) providers as participating providers or refers enrollees to them to receive services, the Contractor shall pay the provider for services provided up to the limits described in this Contract.
- 16.9.7 The services to which an enrollee may self-refer are:
 - 16.9.7.1 Family planning services and supplies and sexually-transmitted disease screening and treatment services provided at participating or nonparticipating providers, including but not limited to family planning agencies, such as Planned Parenthood.
 - 16.9.7.2 Immunizations, sexually-transmitted disease screening and follow-up, immunodeficiency virus (HIV) screening, tuberculosis screening and follow-up, and family planning services through and if provided by a local health department.
 - 16.9.7.3 Immunizations, sexually transmitted disease screening, family planning and mental health services through and if provided by a school-based health center.
 - 16.9.7.4 All services received by American Indian or Alaska Native enrollees under the Special Provisions for American Indians and Alaska Natives Subsection of this Contract.

16.10 Exclusions

The following services and supplies are excluded from coverage under this Contract.

- 16.10.1 Unless otherwise required by this Contract, ancillary services resulting solely from or ordered in the course of non-contracted services are also non-contracted

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

services.

- 16.10.2 The Contractor shall not provide or pay for services that violate the Assisted Suicide Funding Restriction Act of 1997 (SSA § 1903(i)(16)).
- 16.10.3 Early, elective inductions (before 39 weeks) that do not meet medically necessary indicators set by the Joint Commission. Because Joint Commission's criteria do not capture all situations in which an early delivery is medically indicated, the Contractor shall provide a process for facilities to request a review of cases that do not meet that criteria, but which the hospital and delivering provider believe were medically necessary.
- 16.10.4 The following covered services are provided by HCA and are not contracted services. The Contractor is responsible for coordinating and referring enrollees to these services through all means possible, e.g., action letter notices, call center communication or Contractor publications.
 - 16.10.4.1 School-based Health Care Services for Children in Special Education with an Individualized Education Plan or Individualized Family Service Plan who have a disability, developmental delay or are diagnosed with a physical or mental condition;
 - 16.10.4.2 Eyeglass frames, lenses, and fabrication services covered under HCA's selective contract for these services for children under age twenty-one (21), and associated fitting and dispensing services. The Contractor is encouraged to inform eye practitioners of the availability of Airway Heights Correctional Center to access glasses for adult clients if not offered by the Contractor as a value added benefit;
 - 16.10.4.3 Voluntary Termination of Pregnancy;
 - 16.10.4.4 Court-ordered transportation services, including ambulance services;
 - 16.10.4.5 Transportation Services other than ambulance, including but not limited to: taxi, cabulance, voluntary transportation, public transportation and common carriers;
 - 16.10.4.6 Air ambulance services. The Contractor remains responsible for all ground ambulance transportation services as described in this Contract;
 - 16.10.4.7 Services provided by dentists and oral surgeons for dental diagnoses; anesthesia for dental care;
 - 16.10.4.8 Orthodontics;
 - 16.10.4.9 HCA First Steps Program - Maternity Support Services (MSS), consistent with the Marketing and Information, Subcontracts, and Health Care Coordination provisions of this Contract;

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

- 16.10.4.10 Sterilizations for enrollees under age twenty-one (21), or those that do not meet other federal requirements (42 C.F.R. § 441 Subpart F);
- 16.10.4.11 Health care services provided by a neurodevelopmental center recognized by the Department of Health;
- 16.10.4.12 Services provided by a health department when a client self-refers for care if the health department is not contracted with the Contractor;
- 16.10.4.13 Inpatient psychiatric services, including psychiatric consultations when the inpatient admission is approved by a BHO;
- 16.10.4.14 Long-term private duty nursing for enrollees 18 and over. These services are covered by DSHS, Aging and Long-Term Services Administration;
- 16.10.4.15 Prenatal Genetic Counseling;
- 16.10.4.16 Substance use treatment services covered through the DSHS, Behavioral Health and Service Integration Administration (BHSIA). Drugs prescribed as Medication Assisted Treatment or maintenance therapy for substance use disorders are a separate course of treatment, not ancillary to other treatment services and are a contracted service under the Pharmaceutical Products provisions of this Contract;
- 16.10.4.17 Community-based services (e.g., COPES and Personal Care Services) covered through the Aging and Long Term Services Administration (AL TSA);
- 16.10.4.18 Nursing facility stays that do not meet rehabilitative or skilled criteria;
- 16.10.4.19 Mental health services separately purchased for all Medicaid clients by the DSHS, BHSIA;
- 16.10.4.20 Health care services covered through the DSHS, Developmental Disabilities Administration (DDA) for institutionalized clients;
- 16.10.4.21 Infant formula for oral feeding provided by the Women, Infants and Children (WIC) program in the Department of Health;
- 16.10.4.22 Any service provided to an enrollee while incarcerated with the Washington State Department of Corrections (DOC);
- 16.10.4.23 Hemophiliac Blood Product – Blood factors VII, VIII and IX and the anti-inhibitor indicated for use in treatment for hemophilia and von Willebrand disease distributed for administration in the enrollee's home or other outpatient setting; and.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.10.4.24 Immune modulators and anti-viral medications to treat Hepatitis C.
This exclusion does not apply to any other contracted service related to the diagnosis or treatment of Hepatitis C.

16.10.4.25 Sexual reassignment surgery as described in WAC 182-531-1675(6)(d) and (e) as well as hospitalizations and physician services required to treat postoperative complications of these procedures.

16.11 Coordination of Benefits and Subrogation of Rights of Third Party Liability

16.11.1 Coordination of Benefits:

16.11.1.1 Until the HealthCare Authority ends the enrollment of an enrollee who has comparable coverage as described in the Enrollment Section of this Contract, the services and benefits available under this Contract shall be secondary to any other medical coverage.

16.11.1.2 Nothing in this Section negates any of the Contractor's responsibilities under this Contract including, but not limited to, the requirement described in the Prohibition on Enrollee Charges for Contracted Services provisions of the Enrollee Rights and Protections Section of this Contract. The Contractor shall:

16.11.1.2.1 Not refuse or reduce services provided under this Contract solely due to the existence of similar benefits provided under any other health care contracts (RCW 48.21.200), except in accord with applicable coordination of benefits rules in WAC 284-51.

16.11.1.2.2 Attempt to recover any third-party resources available to enrollees (42 C.F.R. § 433 Subpart D) and shall make all records pertaining to coordination of benefits collections for enrollees available for audit and review.

16.11.1.2.3 Pay claims for prenatal care and preventive pediatric care and then seek reimbursement from third parties (42 C.F.R. § 433.139(b)(3)).

16.11.1.2.4 Pay claims for contracted services when probable third party liability has not been established or the third party benefits are not available to pay a claim at the time it is filed (42 C.F.R. § 433.139(c)).

16.11.1.2.5 Coordinate with out-of-network providers with respect to payment to ensure the cost to enrollees is no greater than it would be if the services were furnished within the network.

**THIS CONTRACT REPRESENTS ALL INCORPORATED AMENDMENTS FROM
APRIL 2016 THROUGH JULY 2016 (Amendment #1).**

16.11.1.2.6 Communicate the requirements of this Section to subcontractors that provide services under the terms of this Contract, and assure compliance with them.

16.11.2 Subrogation Rights of Third-Party Liability:

16.11.2.1 Injured person means an enrollee covered by this Contract who sustains bodily injury.

16.11.2.2 Contractor's medical expense means the expense incurred by the Contractor for the care or treatment of the injury sustained computed in accord with the Contractor's fee-for-service schedule.

16.11.2.3 If an enrollee requires medical services from the Contractor as a result of an alleged act or omission by a third-party giving rise to a claim of legal liability against the third-party, the Contractor shall have the right to obtain recovery of its cost of providing benefits to the injured person from the third-party.

16.11.2.4 The Health Care Authority specifically assigns to the Contractor the Health Care Authority's rights to such third party payments for medical care provided to an enrollee on behalf of the Health Care Authority, which the enrollee assigned to the Health Care Authority as provided in WAC 182-503-0540.

16.11.2.5 The Health Care Authority also assigns to the Contractor its statutory lien under RCW 41.05A.070. The Contractor shall be subrogated to the Health Care Authority's rights and remedies under RCW 74.09.180 and 41.05A.050 through 41.05A.080 with respect to medical benefits provided to enrollees on behalf of the Health Care Authority under Chapter 74.09 RCW.

16.11.2.6 The Contractor may obtain a signed agreement from the enrollee in which the enrollee agrees to fully cooperate in effecting collection from persons causing the injury. The agreement may provide that if an injured party settles a claim without protecting the Contractor's interest, the injured party shall be liable to the Contractor for the full cost of medical services provided by the Contractor.

16.11.2.7 The Contractor shall notify the Health Care Authority of the name, address, and other identifying information of any enrollee and the enrollee's attorney:

16.11.2.7.1 who settles a claim without protecting the Contractor's interest in contravention of RCW 41.05A.060; or

16.11.2.7.2 when a claim has been identified as having potential Third Party Liability.